

# **N O T I C E**

## **NO HAND CARRIED BIDS! NO MAILED BIDS!**

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX. See provision AOC52.215-1 Instructions to Offerors located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers/proposals will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending proposals via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

# NOTICE

IN ORDER TO BE PLACED ON THE BIDDER'S LIST ASSOCIATED WITH RFP NO. 050110 - REPLACEMENT OF WEST FIRE PUMP, ALL INTERESTED PARTIES MUST SUBMIT THEIR COMPANY INFORMATION, TO INCLUDE COMPANY NAME, POINT OF CONTACT, PHONE/FAX NUMBER AND EMAIL ADDRESS, VIA EMAIL TO [NROBINSON@AOC.GOV](mailto:NROBINSON@AOC.GOV) OR VIA FAX TO (202) 225-3221. SIMPLY DOWNLOADING THE SOLICITATION PACKAGE WILL NOT PLACE YOUR COMPANY ON THE BIDDER'S LIST.

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i> Architect of the Capitol		1. SOLICITATION NO. RFP050110	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 11/01/2005	PAGE 1 OF 40 PAGES
IMPORTANT -The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.	7. TITLE		
	LC 050193		Replace west fire pump JMMB		
8. ISSUED BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		9. ADDRESS OFFER TO AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515			
10. FOR INFORMATION CALL:		a. NAME NICHELE C. ROBINSON	b. TELEPHONE NUMBER (Include area code)(NO COLLECT CALLS) 202-226-1947		

### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder".

THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

11. The Contractor shall begin performance 0 calendar days and complete it within 160 calendar days after receiving  
☒ award, ☐ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ( *See* \_\_\_\_\_.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b).

☒ YES ☐ NO

12b. CALENDAR DAYS

20

### 13. ADDITIONAL SOLICITATION REQUIREMENTS

- a. Sealed offers in original and 2 copies to perform the work required are due at the place specified in item 8 by 01:00 (hour) local time 11/17/2005 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee ☒ is, ☐ is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by
- d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

AMENDMENT NO.										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)

20b. SIGNATURE

20c. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM  
(4 copies unless otherwise specified)25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  
41 U.S.C. 5

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN  
(Type or print)31a. NAME OF CONTRACTING OFFICER (Type or print)  
Nichele C. Robinson

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. DATE SIGNED

BY \_\_\_\_\_

## Summary Info Continuation Page

### BASE

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
1	REPLACEMENT OF WEST FIRE PUMP: JAMES MADISON BUILDING	Total : 1.00	EA	\$	\$
<b>Description:</b> IN ACCORDANCE WITH THE SCOPE OF WORK IN THE ATTACHED DESCRIPTION/SPECIFICATIONS/WORK STATE- MENT.					
Lump-Sum Price for Base					\$

## General Conditions

AOC52.202-2

### DEFINITIONS - CONSTRUCTION (JUN 2004)

- (a) The term Government means the United States of America, represented by the Architect of the Capitol, who is the Contracting Officer.
- (b) The term head of the agency means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The other authority as used in this paragraph includes the Architect of the Capitol in cases in which he has final jurisdiction or supervision over the work involved.
- (c) The term Architect as used in the contract documents shall mean the Architect of the Capitol.
- (d) The term Contracting Officer as used in the contract documents means the Architect of the Capitol or his duly authorized representative.
- (e) The term his duly authorized representative means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (f) The term Contractor means the individual, partnership or corporation entering into a contract with the Government to perform the work specified.
- (g) The term Subcontractor , as used in this part, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or other subcontractor. There is no privity of contract between the Government and the Subcontractors.
- (h) The term Project Director means the individual designated by the Architect to monitor the progress of work from a technical

standpoint. The duties and responsibilities of the Project Director shall include supervision of scheduling, receipt and verification of Contractor's payrolls in accordance with the Davis Bacon Act, coordination between Divisions, concerning resolution and/or avoidance of potential problems and, to the extent authorized by the Delegation of Authority, if any, issuance of clarifications, supplemental agreements and change orders to the Contractor.

(i) The term contract documents includes, collectively, the Project Manual, the contract drawings and the addenda and modifications thereto, if any.

(j) The term work includes, but is not limited to, materials, labor, and manufacture and fabrication of components.

(k) The term specifications means the portion of the Contract Documents that consist of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

(l) The term drawings means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, that show the design, location and dimensions of the Work, and generally includes plans, elevations, sections, details, schedules and diagrams.

(m) Wherever in the specifications or upon the drawings the word directed, required, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, order, designation, or prescription, of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory, or words of like import shall mean approved by or acceptable to, or satisfactory to the Contracting Officer, unless otherwise expressly stated.

(n) Where as shown, as indicated, as detailed, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word provided as used herein shall be understood to mean provide complete in place, that is furnished and installed.

(End of clause)

---

#### AOC52.203-1

##### ADVERTISING/PROMOTIONAL MATERIALS (JUN 2004)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(End of clause)

---

#### AOC52.203-2

##### DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) General public, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

---

#### AOC52.204-1

##### PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on

recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

#### AOC52.211-3

##### DEFICIENCIES IN CONTRACT DOCUMENTS (JUN 2004)

The Contractor shall promptly inform the Contracting Officer, in writing, of any discovered errors, omissions, discrepancies, conflicts or ambiguities in the contract documents before proceeding with any work affected by such factors. Failure to do so will be at the risk of the Contractor.

(End of clause)

#### AOC52.211-6

##### NOTICE TO PROCEED (JUN 2004)

A formal notice, or notices, to proceed will be issued as soon as practical, normally after approval by the Contracting Officer of the bonds and insurance. Unless specifically authorized in writing, any steps taken in connection with the performance of, or the preparation to perform, the contract, prior to issuance of the notice to proceed, will be the responsibility of and at the risk of the Contractor, and without any cost whatsoever to the Government.

(End of clause)

#### AOC52.215-10

##### EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term subcontract as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

#### AOC52.215-11

##### AUDITS (JUN 2004)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for \_\_\_\_\_ (identify by description) are accurate and complete and they are current as of \_\_\_\_\_ (date).

Date of Execution \_\_\_\_\_

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ "

(c) The Contracting Officer in accordance with the FAR clause Audit and Records - Negotiation , 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

## AOC52.216-6

## UNDEFINITIZED CONTRACT ACTIONS (MAR 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and incorporated by reference under any undefinitized contract issued.

(b) The scope of work as originally issued on the undefinitized contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable.

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of the funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.  
(End of clause)



AOC52.219-1

## UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.222-1

## OVERTIME WORK - CONSTRUCTION (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturday, Sundays or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is ordered in writing by the Contracting Officer and payment therefore is authorized in the written order, and provided such work is not otherwise required to be performed under terms of the contract.

(End of clause)

AOC52.222-3

## CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

AOC52.222-7

## WORKMEN'S COMPENSATION LAWS (JUN 2004)

The Contractor and his subcontractors employed on the site shall comply with the Workmen's Compensation Laws of the District of Columbia Maryland Virginia.

(End of clause)

52.223-3

## 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Materials	Identification No.
)	

(If none, insert "None")

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under

paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### AOC52.223-1

---

#### HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - SUPPLEMENT (JUN 2005)

(a) Except as provided in paragraph (c), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS s), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in FAR 52.223-3(b).

(b) For items shipped to consignees, the Contractor shall include a copy of the MSDS s with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS s to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(c) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS in or on each shipping container. If affixed to the outside of each container, the MSDS s must be placed in a weather resistant envelope.

(d) For items provided to a construction site, the contractor shall provide two copies of each MSDS. One copy shall be provided to the COTR in accordance with the Division 1 submittal requirements, and a second copy shall be kept in an MSDS binder on the job site.

(End of clause)

#### AOC52.223-3

---

#### SECURITY MARKINGS (JUN 2004)

(a) Before dissemination to subcontractors or other personnel, all AOC drawings and electronic copies thereof shall be considered at a minimum to be sensitive but unclassified (SBU). The following statement shall be imprinted on each page of drawings:

PROPERTY OF THE UNITED STATES GOVERNMENT

COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO

UNAUTHORIZED USERS IS PROHIBITED

Do not remove this notice

Properly destroy documents when no longer needed

(b) The following paragraph shall be included on the cover page of the information (such as the cover page on a set of construction drawings and on the cover page of the specifications).

PROPERTY OF THE UNITED STATES GOVERNMENT

**COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED**

Do not remove this notice

Properly destroy documents when no longer needed

(End of clause)

AOC52.223-4

---

**TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS (JUN 2004)**

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

52.225-9

---

**52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (JUN 2003)**

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate (none)].

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate (none)].

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) (1)
Item 1: Foreign construction material			
Item 1: Domestic construction material			
Item 2: Foreign construction material			
Item 2: Domestic construction material			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

AOC52.225-1**BUY AMERICAN ACT - SUPPLEMENT (JUN 2004)**

In addition to provisions of the above clause entitled, Buy American Act , the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

- (a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.
  - (b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.
- (End of clause)

AOC52.228-2**INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 2004)**

- (a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.
  - (b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider: "It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."
  - (c) Insurance and required minimum liability limits are:
    - (1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;
    - (2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or
    - (3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.
  - (d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors proofs of required insurance, and shall make copies available to the Contracting Officer upon request.
- (End of clause)

AOC52.228-5**PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (SEP 2004)**

- (a) Definitions. As used in this clause, original contract price means the award price of the contract; or, for requirements contracts, the

price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$25,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds: (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds: (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(c) Additional bond protection. (1) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(2) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain an additional bond.

(d) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in Item 12 of the form entitled, Solicitation, Offer, and Award (Construction, Alteration, or Repair) or otherwise specified by the Contracting Officer, but in any event, before starting work.

(e) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(f) Notice of subcontractor waiver of protection (40 U.S.C. 270 b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

---

#### AOC52.228-6

##### NOTICE TO SURETIES (JUN 2004)

The final inspection and acceptance of the work included in this contract shall not be binding or conclusive upon the Government if it shall subsequently appear that the Contractor has willfully or fraudulently, or through collusion with the representatives of the Government in charge of the work, supplied inferior material or workmanship, or has departed from the terms of the contract, or if defects of any kind should develop during the period that the guarantees covering such material and workmanship are in force. In such event, the Government shall have the right, notwithstanding such final acceptance and payment, to have the work removed and to cause the work to be properly performed and satisfactory material supplied to such extent as, in the opinion of the Contracting Officer, may be necessary to finish the work in accordance with the drawings, if any, and specifications, at the expense of the Contractor and the sureties on its bond, and the Government shall have the right to recover against the Contractor and its sureties the cost of such work, together with such other damages as the Government may suffer because of the default of the Contractor in the premises, the same as though such acceptance and final payment had not been made.

(End of clause)

---

#### AOC52.232-4

##### PAYMENTS - CONSTRUCTION (SEP 2005)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, or estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested;

(ii) A listing of the amount included for work performed by each subcontractor under the contract;

(iii) A listing of the total amount of each subcontract under the contract;

(iv) A list of the amounts previously paid to each such subcontractor under the contract; and

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--



- (i) Consideration is specifically authorized by this contract; and
- (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete Paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification.
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Retainage. In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of all work required by the contract. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining partial payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount to be retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage. Retainage under any contract action awarded by the Architect functioning in the capacity as a Contracting Officer for the agency shall be released by the Architect rather than an administrative Contracting Officer.

(e) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
- (2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(f) Final payment. The Government shall pay the amount due the Contractor under this contract after--

- (1) Completion and acceptance of all work;
- (2) Presentation of a properly executed voucher; and
- (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claims to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(g) Invoices shall be issued monthly as defined in Paragraph (b) in which services are performed by the Contractor. Properly certified invoices shall be FAXED to the Architect of the Capitol, Accounting Division at (202) 226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226 2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract Number;
- (2) Name and address of Contractor;
- (3) Invoice Date;
- (4) Period the payment covers; and
- (5) Amount by line item as identified in the Schedule.

(h) Each invoice shall be in accordance with the SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS FOR CONSTRUCTION completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and information copies of the Contractor's time records (payrolls) shall be submitted with each invoice for payment. Original certified copies of Contractor's payrolls shall have been submitted weekly in arrears to the Contracting Officer in accordance with the Davis Bacon Act.

(i) Payments will be made directly to your financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment By Electronic Funds Transfer - Other than Central Contractor Registration .

(End of clause)

**PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (JUN 2004)**

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for--

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and assignment of claims. If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) EFT Information. The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

(1) The contract number;

(2) The contractor's name and remittance address as stated in the contract(s);

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide

this information;

(4) The name, address, and 9 digit Routing Transit Number of the contractor's financial agent; and

(5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital

Accounting Division

Mailing Address:

2nd and D Streets SW

Ford House Office Building

Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

#### AOC52.232-9

##### PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

#### AOC52.232-12

##### ASSIGNMENT - SUPPLEMENT (SEP 2004)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in Section I.

(End of clause)

#### AOC52.233-1

##### DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

#### AOC52.233-2

---

##### CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

#### AOC52.233-3

---

##### LIMITATIONS ON DAMAGES FOR DELAY (JUN 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of any damages, of any nature whatsoever, which the Contractor, or its subcontractor at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedies in such event shall be a reimbursement of direct costs necessarily incurred as a result of the foregoing causes, and an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) For the purposes of this clause, the term "Damages" shall include all indirect and/or impact costs which shall include, without limitation: unabsorbed Home Office Overhead (including calculations under the "Eichleay Formula"), Idle Labor and Equipment, Loss of Productivity, and Interest; the term "Damages" shall not include on-site direct costs, which shall include direct labor (superintendence, labor, time-keeping, and clerical work) direct materials and supplies (including material handling), direct equipment, restoration and cleanup, overhead and profit (but only as permitted under the clauses Changes and Changes - Supplement, taxes, insurance, and bonding costs, which will be calculated in accordance with the clauses Changes and Changes - Supplement. Provided, however, that the accounting practice of treating these costs as "direct" shall be in accordance with

(1) The Contractor's established and consistently followed cost accounting practices for all work; and

(2) FAR Cost Accounting Cost Principles and Procedures (FAR Part 31).

(c) To the extent that any other provision of this contract provides for the payment of damages, as defined in this clause, to the Contractor and is thus inconsistent with the provisions of this clause, such other provision will be superseded hereby with respect to the issue of damages.

(End of clause)

#### 52.236-5

---

##### 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

#### 52.236-9

#### 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

#### AOC52.236-1

#### ACCESS TO WORK (JUN 2004)

(a) The Contracting Officer or his representative may visit and inspect the Contractor's plant, without advance notice, at any time during the course of this contract, and he shall be granted every available assistance to facilitate such inspection.

(b) The Contracting Officer and proper members of his staff shall at all times have access to the work, and the Contractor shall provide proper and safe facilities for such access and for inspection.

(End of clause)

#### AOC52.236-2

#### OTHER CONTRACTS AND WORK (JUN 2004)

(a) The Contractor shall fully inform himself as to conditions relating to construction and labor under which other work, if any, is being performed, or is to be performed, by or for the Government, by contract or otherwise, where such work may affect or be affected by, operations under this Contract.

(b) Notwithstanding the performance by other parties of work at the site during performance of this contract, the Contractor shall prosecute the work diligently and continuously, and he shall cooperate in every way with such other parties. The Contractor shall give such other parties, to the extent their work is affected by his work, all information necessary for the proper execution of their work, without delay. The Contractor shall so arrange and conduct his work that other parties may complete their work at the site according to schedule. All other work under the instant contract shall be carefully coordinated with work under such other contracts.

(End of clause)

AOC52.236-3**ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS - CONSTRUCTION (SEP 2004)**

(a) The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others and comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein. He shall also be responsible for all materials delivered and work performed until completion and final acceptance of the entire contract work, except for any completed unit thereof which theretofore may have been finally accepted.

(b) Williams-Steiger Occupational Safety and Health Act. The Contractor shall also comply in all aspects of the job with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations. The Contractor shall bring to the attention of the Architect any work encountered which may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(c) National Fire Protection Association standards. The Contractor shall comply with all applicable standards of the National Fire Protection Association relative to fire prevention, except to the extent that more exacting requirements are specified or imposed by the Contracting Officer. The Contractor shall keep and properly maintain fire prevention devices at the job site and shall take all possible precautions deemed necessary by the Government representative in charge of the work.

(d) Protection of property and persons. (1) The Contractor shall protect all of his material and work at the site, whether incorporated in the work or not, against damage or loss from any cause, and he shall take all necessary precautions against damage to all other work and material on the site. He shall provide and maintain necessary safeguards for protection of his employees, Government employees and the public generally, and he shall take all other proper precautions for their protection against injury. He shall comply with all directives and regulations of the Contracting Officer and other proper authorities relative to the use of public property.

(2) The Contractor shall protect all electric, telephone, computer facilities, water, gas, sewer, steam and other underground utility lines, in sidewalks, streets or other areas in, under or around the site, to the satisfaction of the Contracting Officer, the Government of the District of Columbia, and all other authorities having jurisdiction.

(3) The performance of work at the site by other parties shall not relieve the Contractor from any liability for loss or damage or from his obligations under this contract. No agreement or arrangement between the Contractor and others as to a division or proportionate share of liability for loss or damage incurred, or of the cost of insurance, shall in any way relieve the Contractor of such liability or his obligations under this contract.

(e) The Contractor shall comply with the requirements of FAR 52.236.13, Accident Prevention. In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to suspend work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to suspend the work to the Contractor formalizing the specifics of the verbal suspension of work.

(f) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

AOC52.236-4**CUTTING AND PATCHING (JUN 2004)**

Prior to initiation of the work operations of either cutting or patching, as a necessary requirement of the work under this contract, of any structural component or of lintels, stair systems, piping, duct work, vessels, equipment and like items in the building, the Contractor shall consult with the Contracting Officer and follow explicitly his directions and stated requirements concerning methods, materials, the manner in which the work is performed, and the level of competence and skill possessed by Contractor's employees, or those of subcontractors, who are proposed to be employed in said cutting and/or patching operations.

(End of clause)

AOC52.236-5**CLEANING AND RESTORING (JUN 2004)**

(a) The contractor shall remove dirt and debris resulting from the operations under this contract daily.

(b) The Contractor shall, as a condition precedent to the final acceptance of the work, remove from the site of the work all remaining plant, installations, temporary barricades, temporary facilities, equipment, tools, materials, refuse, rubbish and waste, used or accumulated in connection with, but not incorporated in, the work, unless otherwise specified or directed, and he shall leave the buildings, grounds, streets, and all public places occupied by him in a thoroughly clean, neat and satisfactory condition.

(End of clause)

## AOC52.236-8

## SCHEDULING OF WORK (AUG 2004)

(a) The Contractor shall, before commencing work on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of partial payments until the Contractor submits the required schedule.

(b) The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours as necessary to insure prosecution of work in accordance with the approved schedule. If, in the opinion of the Contracting Officer, the Contractor falls behind in the scheduled progress, the Contractor shall take such steps as may be necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained. The provisions of this subparagraph shall not be construed as prohibiting work on Saturdays, Sundays and holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, if the Contractor so elects and if approved.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

## AOC52.236-9

## AOC52.236-9 SCHEDULE OF VALUES (JUN 2004)

(a) The Contractor shall, in accordance with the requirements of the Contracting Officer, prepare and submit for approval a schedule of estimated values of all parts of the work, and shall submit such quantity breakdowns pertinent thereto as the Contracting Officer may deem necessary for the proper checking of partial payment requisitions and for other administrative purposes. The total of the schedule of values shall equal the amount of the contract. The values employed in making this schedule will be used only for determining partial payments; they will not be used as a basis for determining an increase or decrease in the contract price. The listings and subdivisions of this schedule for estimated costs and quantity breakdowns shall be as approved by the Contracting Officer.

(b) The submission and approval of the schedule of values shall be a condition precedent to the making of partial payments.

(End of clause)

## AOC52.236-10

## SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUN 2004)

(a) The Contractor shall keep on the site of the work a copy of the drawings and specifications, and of approved shop drawings, product data and samples and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, or in case of discrepancy either within the figures, within the drawings, or within the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information he considers necessary, unless otherwise provided.

(b) Shop drawings means drawings submitted to the Government by the Contractor, subcontractor, any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(c) The Contractor shall submit to the Contracting Officer for approval shop drawings, product data and samples as required under the various sections of this Project Manual. The Contractor shall coordinate all such submittals, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings, product data, or samples submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for re-submission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions

in such submittals, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with Paragraph (d) below.

(d) If shop drawings, product data, or samples show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(e) Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings, product data or samples delivered under this contract.

(f) The provisions of this entire paragraph shall be included in all subcontracts at any tier.

(End of clause)

---

#### AOC52.236-12

##### PRODUCT DATA AND SAMPLES (JUN 2004)

(a) Product data shall mean information (e.g., catalog cuts, standard illustrations, drawings, performance charts, data and brochures) pertinent to a particular product, equipment or material required as a part of the work. Product data is required to establish, for the purposes of evaluation and approval, details of the product offered in response to specifications elsewhere in the contract documents. Product data pertains to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes, in addition to the above, the manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any).

(b) Samples are physical examples of materials, equipment or workmanship that will be used by the Contracting Officer to establish standards by which the work will be judged.

(c) Samples not subject to destructive tests may be retained by the Contracting Officer until completion of the work; they will then be returned to the Contractor, at his own expense, if he so requests in writing.

(End of clause)

---

#### 52.242-14

##### 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted

(1) by an act of the Contracting Officer in the administration of this contract, or

(2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly.

However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed

(1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and

(2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

---

#### 52.243-4

##### 52.243-4 CHANGES (AUG 1987)



(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or

(2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

AOC52.243-1

#### CHANGES - SUPPLIMENT (JUN 2004)

(a) Definitions. (1) A change order is a unilateral contract modification, signed by the Contracting Officer, which describes and identifies a particular change in the requirements as permitted by the FAR clause, 52.243-4, Changes and authorizes the contractor to begin performance with the changed requirements. The change order may reference pertinent oral or written directives, provide an adjustment to the contract price and/or time for performance, and direct the contractor to submit a proposal for definitization of the change order.

(2) A supplemental agreement is a bilateral contract modification, signed by the contractor and the Contracting Officer, which either authorizes the contractor to begin performance with the changed requirements in accordance with the equitable adjustment agreed to prior to commencement of performance of the changed requirements or definitizes a change order after agreement of an equitable adjustment to the contract.

- (3) Request for Proposal. A request by the Contracting Officer or his duly authorized representative for the contractor to submit a proposal for requirements contemplated to be changed. Such proposal shall be submitted within the time limit specified in the request and in accordance with the requirements and limitations of this clause.
- (b) Authorization of changes. All changes to contract requirements will be authorized in writing by the Contracting Officer through one of the following methods:
- (1) A Supplemental Agreement, with the concurrence of the contractor; or
  - (2) A unilateral Change Order.
- (c) Submission of proposals and cost breakdowns by the contractor.
- (1) Proposals for changes to the contract requirements shall include a brief description of the change; a breakdown of costs as outlined hereinafter; and a time impact analysis (fragnet).
  - (2) In considering proposals for changes involving added requirements, omitted requirements, or any combination thereof, the Contracting Officer or his duly authorized representative will make check-estimates in such detail as he deems necessary with the view of arriving at equitable adjustments. With each proposal, the contractor shall submit separately an itemized breakdown as per "Exhibit A" hereof, which shall include, but not be limited to, the following:
    - (i) Direct labor costs;
    - (ii) Social Security and Unemployment Insurance Taxes;
    - (iii) Workmen's compensation and general liability insurance;
    - (iv) Direct material quantities and unit prices (separated into trades);
    - (v) Construction equipment;
    - (vi) Overhead; and
    - (vii) Profit.
  - (3) If the contractor believes that the change in the contract requirements affects the contract period of performance, as required by AOC52.211-5, Commencement, Prosecution, and Completion of Work, of the Supplementary Conditions, appropriate substantiation must be submitted for evaluation/review.
  - (4) A complete proposal, including breakdown of cost and time impact, shall be submitted by the contractor within the time frame stipulated in calendar days by the Government for each proposed change. Generally, complete proposals shall be submitted by the contractor within 7 calendar days after the contractor receives the request for proposal, although this time frame may be adjusted for more complex or more urgent requirements. Except as provided by an individual contract modification, no payment for a change order will be made until a supplemental agreement has been signed by the contractor and the Contracting Officer. If complete proposals are not received timely, the Contracting Officer, after consultation with his authorized representative, may determine the cost of the change and the time impact and issue a change order based upon this determination with the stipulation that if a supplemental agreement is not negotiated within a reasonable amount of time, this determination will be final and conclusive, subject only to the contractor's rights of appeal as provided in AOC52.233-1, Disputes, of the General Conditions.
- (d) Allowances for overhead and profit. (1) The following percentages will be allowed for overhead and profit:
- (i) The contractor shall receive, as a percentage of the cost of all work performed by his own organization, an amount not to exceed 10% overhead and not to exceed 10% profit; and
  - (ii) If subcontractor(s) are involved in the change, a fee in an amount not to exceed 10% as a percentage of the total price of the subcontractor portion of the change.
  - (iii) Subcontractor(s) to the prime contractor (first tier subcontractor(s)) shall receive, as a percentage of the cost of all work performed by or for it, a total amount not to exceed 10% overhead and not to exceed 10% profit.
  - (iv) The percentages for fees, overhead, and profit permitted by the above shall be allowed only for the contractor and its first tier subcontractors. Percentages for fees, overhead, and profit in any amount will be not be allowed for subcontractors of any other tier.
- (2) Percentages for overhead allowed are deemed to include, but shall not be limited to, the following:
- (i) Field Overhead Items.
    - (A) Trailer;
    - (B) Storage Facilities;
    - (C) Contractor's and subcontractor's superintendence;
    - (D) Construction equipment/tools, except those that are specially required for a specific change;
    - (E) Utilities;
    - (F) Contractor's and subcontractor's field office, administrative/support staff;
    - (G) Cost of preparing record drawing changes, correspondence, etc., relating to the contract;
    - (H) Job site safety aids; and
    - (I) Cleaning and maintenance of nuisance debris from jobsite.
  - (ii) Office Overhead Items for Contractor and Subcontractors.
    - (A) Maintenance/operation of principal or branch offices;
    - (B) Personnel costs;
    - (C) Cost for preparing correspondence, fragnets, etc., relating to the contract; and
    - (D) Cost of insurance and bonds, except for insurance costs relating to direct labor, as outlined in "Exhibit A" .
  - (iii) For changes which include custom items unique to the project and which are fabricated off-site, the fabricator, whether the contractor or a subcontractor at any tier, shall furnish a breakdown of costs associated with the work in the fabricating plant. This

breakdown shall include labor, material, equipment and overhead/plant costs in sufficient detail to allow for review by the Contracting Officer or his duly authorized representative. Costs charged to overhead/plant shall be allowable costs for the fabricator, whether he is the contractor or a subcontractor at any tier, provided that the costs claimed are consistent with the provisions of Subpart 31.203 of the Federal Acquisition Regulation (Chapter 1, Title 48, Code of Federal Regulations). An amount not to exceed 10% of the cost of the fabricated item will be allowed for the fabricator's profit. If the fabricator is a subcontractor, the overhead and profit percentages for the contractor and any subcontractor at a higher tier having a contractual relationship with the fabricator shall be allowed in accordance with this clause.

(e) Changes involving decreases in price. For changes involving only a decrease in price, the contractor and subcontractors shall return as credit for overhead and profit those same percentages which are allowed for like changes involving increases in price. On changes involving both an increase and a decrease in price, overhead and profit will be allowed only on the net increase.

(f) Changes involving increases or decreases on basis of contract specified unit prices. No percentages for overhead and profit will be added to, or deleted from, any unit prices in event of an increase or decrease in the contract requirements on the basis of contractual unit prices.

#### EXHIBIT A

#### TYPICAL FORM OF BREAKDOWN FOR PRICE ADJUSTMENT

##### SUBCONTRACTORS BREAKDOWN

Items Involved Quantities Unit Cost Equipment Material Labor Extensions Unitcost

Totals/Final Totals

Excavation (Identify)

Volume

Crane Operator

Laborers

Shoring (Identify)

Area

Welder

Subcontractor Total

##### PRIME CONTRACTOR S BREAKDOWN

Items Involved Quantities Unit Cost Equipment Material Labor Extensions Unitcost

West Wall (Cinder Block)

Area

Block 8x8x16

Mortar

Mason

Laborer

Subtotal

Prime Contractor s Total

Prime Contractor s Overhead and Profit on Subcontractor

Total

(End of Clause)

AOC52.244-1

#### AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK (SEP 2005)

(a) The Contractor is responsible for coordination of all work performed by its own workforce and those of its subcontractors. Each subcontractor shall be experienced in and capable of performing in a satisfactory manner all work in his speciality, and shall meet the standard of competence established for the Contractor.

(b) The Contractor shall be responsible for all acts of subcontractors employed by him under this contract, and for their compliance with all terms and provisions of the contract applicable to their performance. The Contractor shall continuously coordinate the work of all sub-contractors to assure proper processing and progress of the Work. The Contractor shall require each subcontractor to (1) examine the project schedule, shop drawings and the work of other trades and all sections of the specifications to the extent necessary for satisfactory Installation of his work, and connection between his work and the work of other trades; (2) coordinate his work accordingly; and (3) cooperate with other trades toward timely and satisfactory completion of the entire work.

(c) Organization of the specifications into sections and subsections and the arrangement of drawings shall not control the Contractor in dividing work among subcontractors or in establishing the extent of work to be performed by any trade.

(d) The Government reserves the right to require dismissal of any subcontractor who, by reason of previous unsatisfactory work on AOC projects or for any other reason, is considered by the Contracting Officer to be incompetent or otherwise objectionable for performing work under this contract.

(e) Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the Government.  
(End of clause)

AOC52.245-2**GOVERNMENT-FURNISHED PROPERTY (NOV 2004)**

(a) For the purposes of this clause, Government-furnished property includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer's Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

AOC52.246-1**FINAL INSPECTION AND ACCEPTANCE - CONSTRUCTION - SUPPLEMENT (SEP 2005)**

(a) No inspection or other action of the Government shall be construed to constitute a final acceptance of any portion of the work under this contract until all work under the contract is completed. None of the work under the contract shall be deemed to be finally accepted until the Contractor, upon completion and final inspection of all work, is notified in writing of final acceptance of work under the contract, or in lieu thereof, until final payment of the final voucher as prescribed in FAR 52.232-5, Payments Under Fixed-Price Construction Contracts. The provisions of FAR clause 52.246-12, Inspection of Construction are hereby modified by the provisions of this paragraph with respect to the finality of acceptance of any portion of the work by the Government prior to completion of all work under the contract.

(b) The Contractor shall notify the Contracting Officer, at least 10 days in advance, of the date the work will be fully complete and ready for final inspection. Any additional costs incurred by the Government due to necessary reinspection of work found not ready for final inspection upon the Contractor's notice of completion will be charged to the Contractor and deducted from the contract price.

(End of clause)

AOC52.246-6**ADDITIONAL WARRANTY COVERAGE (JUN 2004)**

If the Contractor receives from any manufacturer, supplier or subcontractor additional warranty coverage on the whole or any component of the work required by this contract, in the form of time including any pro rata arrangements, or the Contractor generally extends to his commercial customers a greater or extended warranty coverage, the Government shall receive corresponding warranty benefits.

(End of clause)

Sec. I 52.252-2

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.gsa.gov](http://www.gsa.gov) or [www.arnet.gov](http://www.arnet.gov)

(End of clause)

## Clauses By Reference

Clause	Title	Date
52.203-3	Gratuities	04/01/1984
52.203-5	Covenant Against Contingent Fees	04/01/1984
52.203-6	Restrictions On Subcontractor Sales To The Government	07/01/1995
52.215-2	Audit and Records--Negotiation	06/17/1999
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	09/25/2000
52.222-6	Davis Bacon Act	02/01/1995
52.222-7	Withholding of Funds	02/01/1988
52.222-8	Payrolls and Basic Records	02/01/1988
52.222-9	Apprentices and Trainees	02/01/1988
52.222-10	Compliance with Copeland Act Requirements	02/01/1988
52.222-11	Subcontracts (Labor Standards)	02/01/1988
52.222-12	Contract Termination-Debarment	02/01/1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	02/01/1988
52.222-14	Disputes Concerning Labor Standards	02/01/1988
52.222-15	Certification of Eligibility	02/01/1988
52.222-26	Equal Opportunity	04/04/2002
52.222-27	Affirmative Action Compliance Requirements for Construction	02/16/1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	12/21/2001
52.222-36	Affirmative Action For Workers With Disabilities	06/22/1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	12/21/2001

Clause	Title	Date
52.223-6	Drug Free Workplace	05/11/2001
52.227-4	Patent Indemnity-Construction Contracts	04/01/1984
52.228-2	Additional Bond Security	10/01/1997
52.228-14	Irrevocable Letter of Credit	12/27/1999
52.229-3	Federal, State And Local Taxes	01/01/1991
52.232-23	Assignment Of Claims	01/01/1986
52.236-2	Differing Site Conditions	04/01/1984
52.236-3	Site Investigation and Conditions Affecting the Work	04/01/1984
52.236-6	Superintendence by the Contractor	04/01/1984
52.236-7	Permits and Responsibilities	11/01/1991
52.236-8	Other Contracts	04/01/1984
52.236-11	Use and Possession Prior to Completion	04/01/1984
52.236-13	Accident Prevention	11/01/1991
52.236-26	Preconstruction Conference	02/01/1995
52.242-13	Bankruptcy	07/01/1995
52.245-2	Government Property (Fixed Price Contracts)	12/01/1989
52.246-12	Inspection of Construction	08/01/1996
52.246-21	Warranty of Construction	03/11/1994
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	09/01/1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	09/01/1996
52.249-10	Default (Fixed-Price Construction)	04/01/1984

## Supplementary Conditions

### AOC52.201-1

#### CONTRACTING OFFICERS AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

CONTRACTING OFFICERS TECHNICAL REPRESENTATIVE (COTR) (MAR 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies or cost, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

52.211-12

---

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$140.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

AOC52.211-5 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (SEP 2004)

(a) All work to be performed under this contract shall be completed within 160 calendar days after the date of contract award. No work under this contract shall be performed on Saturdays, Sundays or Federal holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, except with prior approval of the Contracting Officer.

(b) Time for completion of the contract work will be adjusted only in accordance with applicable clauses in the GENERAL CONDITIONS (e.g., "Differing Site Conditions", "Changes", Changes - Supplement, "Suspension of Work").

(End of clause)

AOC52.223-5**SPECIAL SECURITY REQUIREMENTS - SERVICES (AUG 2005)**

- (a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police. See the attachment entitled U.S. CAPITOL POLICE NOTICE for instructions prior to delivery.
- (b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.
- (c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.
- (d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police Headquarters, 119 D Street, N.E.
- (e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.
- (f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) at all times during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.
- (g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.
- (h) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through a magnetometer. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.
- (i) The Contractor is fully responsible to return:
- (1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;
  - (2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and
  - (3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.
- (j) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.
- (End of clause)

AOC52.223-8**DELIVERY VEHICLE INSPECTION REQUIREMENTS (SEP 2004)**

- (a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.
- (b) Mobile Vehicle and Cargo Inspection System (Mobile VACIS). All delivery vehicles carrying fuel, garbage, or similar cargo that



cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (i) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) 40 P Street SE inspection facility. All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 40 P Street, SE, in compliance with instructions as provided elsewhere in this contract.  
(End of clause)

#### AOC52.236-11

---

#### SUBMITTALS (JUN 2004)

(a) The Contractor shall deliver all required submittals within the times specified elsewhere in this contract. Unless specifically stated otherwise, four (4) sets of each item shall be delivered by the contractor to the Contracting Officer's Technical Representative. An in-depth description of these submittals can be found in the appropriate technical sections of the specification. Any Schedule of Work prepared shall reflect delivery of these items. Failure to provide timely delivery of these submittals may be considered to be grounds for termination for default.

(b) The Government will review the submittals and either approve them as submitted, or mark required changes on them. If changes are required, the Contractor shall deliver revised submittals for approval by the Government which incorporate all of the required changes within two weeks after receipt by the Contractor of the marked-up submittals.

(End of clause)

## **Representations & Certifications**

#### 52.203-2

---

#### 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);.

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3

---

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name

TIN

(End of provision)

#### AOC52.204-2

##### DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(d) Enter DUNS number: \_\_\_\_\_.

(End of provision)

#### AOC52.204-3

##### REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

#### AOC52.215-8

##### AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

\_\_\_\_\_  
 Name Title  
 Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

\_\_\_\_\_  
 Name Title  
 Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name Title \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

(End of provision)

## Solicitation Conditions

52.211-6

---

52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

AOC52.215-1

---

INSTRUCTIONS TO OFFERORS (JUN 2004)

(a) Definitions. As used in this provision --

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all

information contained therein.

(c) Packaging, transmission, and tracking of proposals. (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) , enclose the completed Schedule page, Bid Guarantee, if required, and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Nichele C. Robinson, Room H2-263 Bid Room, Second and D Streets, S.W., Washington, DC 20515. Offeror shall place the OF-17, Offer Label, on the exterior of the package on the same side as the address, or write Bid Documents Enclosed , H2-263 Bid Room , and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. See Notice for Delivery on the front of the solicitation.

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed Solicitation, Offer and Award form as well as a copy of the FEDEX or UPS receipt to Nichele C. Robinson to (202) 225-3221 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL. See notice attached to this solicitation for special instructions.

(d) Submission, modification, revision, and withdrawal of proposals. (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

## AOC52.215-2

## INTERPRETATIONS AND AMENDMENTS (JUN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (7) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to [nrobinson@aoc.gov](mailto:nrobinson@aoc.gov) or via facsimile to (202) 225-3221.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

## AOC52.215-3

## RESTRICTION ON DISCLOSURE AND USE OF DATA (JUN 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall

(a) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets) ; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(End of provision)

## AOC52.215-4

## CONTRACT AWARD (JUN 2004)

(a) The Government will evaluate offers in response to this solicitation without discussions and will award a contract to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government considering only price

and the price-related factors specified elsewhere in the solicitation. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price standpoint. The Government reserves the right to conduct discussions.

(b) The Government may

- (1) Reject any or all offers;
- (2) Accept other than the lowest offer; and
- (3) Waive informalities or minor irregularities in offers received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (c) of this clause), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(f) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

---

#### AOC52.215-7

##### PREPARATION OF PROPOSALS - CONSTRUCTION (JUN 2004)

(a) Offers shall be submitted, in the quantities as stated elsewhere in this solicitation, on the accompanying printed form entitled, SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) and copies thereof, with blank spaces suitably filled in. Erasures or other changes on any or all submissions shall be initialed by the signer of the offer.

(b) Copies of the offer shall be identical and each copy shall give the full business address of the offeror, and be signed by him (see Block 20B of the form entitled, SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) with his usual signature. Offer by partnerships shall furnish the full names of all partners, and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Offers by corporations shall be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature. An offer by a person who affixes to his signature the word president, Secretary, agent, or other designation, without disclosing his principal, may be held to be the offer of the individual signing. When requested by the Government, satisfactory evidence of the authority of the offer signing in behalf of the corporation shall be furnished.

(End of provision)

---

#### AOC52.215-9

##### FAILURE TO SUBMIT OFFER (JUN 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

---

#### 52.216-1

##### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm fixed price** contract resulting from this solicitation.

(End of clause)



52.225-1052.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

AOC52.228-1OFFER GUARANTEE (JUN 2004)

(a) Failure to furnish an Offer Guarantee in the required form and amount, with and as a part of the proposal, will be cause for rejection of the proposal.

(b) The offeror shall furnish an Offer Guarantee of not less than 20% of the proposed price in the form of a firm commitment consisting of a Bid Bond, Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Postal Money Order made payable to the

Architect of the Capitol, or, under Treasury Department Regulations, certain bonds or notes of the United States. The Contracting Officer will return Offer Guarantees, other than Bid Bonds, (1) to unsuccessful offerors as soon as practicable after evaluation of the proposals; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(End of provision)

AOC52.236-13

---

#### VISIT TO THE SITE OF THE WORK - CONSTRUCTION (JUN 2004)

(a) It is strongly recommended that all prospective offerors visit the site where the work is to be performed, compare the work requirements with existing conditions, verify dimensions, if necessary, and fully inform themselves regarding the nature and scope of the proposed work and the conditions under which it will be conducted. Offerors shall also inform themselves regarding other work, if any, being done or to be done by or for the United States government, the District of Columbia government and utility companies, by contract or otherwise, where such work may affect or be affected by the operations under the contract. Failure to take these precautions will in no way relieve the successful offeror from his obligation to furnish all materials, services, labor, and any other requirements necessary to complete the work satisfactorily under the conditions established by the contract documents and without additional expense to the Government.

(b) A pre-proposal meeting will be conducted at the James Madison Memorial Building, Library of Congress, Room LMG49, 101 Independence Ave, SE Washington, D.C 20540. for all prospective offerors on November 8, 2005 at 2:00pm, local time.

(c) The Architect will conduct one field inspection of the work immediately following the pre-proposal meeting. Those intending to participate shall meet at the address above. Information concerning the meeting may be obtained by telephoning Nichele C. Robinson at (202) 226-1947.

(d) Offerors are encouraged to submit all questions in writing at least five (5) working days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at any site visit, the pre-proposal conference or field inspection, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting a offer.

(End of provision)

---

# ATTACHMENTS

## SECTION C

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### REPLACEMENT OF WEST FIRE PUMP: JAMES MADISON MEMORIAL BUILDING

##### C.1. BACKGROUND

The West fire pump in the James Madison Memorial Building of the Library of Congress is a horizontal split-case centrifugal pump, currently configured as a suction pump, drawing water from a 29,500 gal water tank located in an adjacent room. The purpose of this project is to:

- disconnect the existing water storage tank,
- remove the existing fire pump, driver, controller, transfer switch, valves & piping
- provide & install a new booster pump and driver unit drawing suction from the public water supply main located in the pump room,
- install a new combination fire pump controller/transfer switch that will be provided by the Architect of the Capitol (AOC) in the same room,
- connect appropriate piping and valves to the fire pump test header connection in the same room,
- replace the existing dry-pipe sprinkler control valve located in the pump room, and
- conduct a full acceptance test of the new pump, driver, and controller assembly and of the new dry pipe valve.

The Architect of the Capitol (AOC) has purchased a new fire pump controller under a separate Purchase Order. This project includes provision of the labor and materials to convert the fire pump from a suction pump to a booster pump, to install the new controller/transfer switch, to replace and relocate the dry-pipe valve in the fire pump room, to connect the new installation to the building fire alarm system, and to conduct full acceptance tests of the final installations.

The existing fire pump is a Peerless Model 6AF-15-B, rated at 1,500 gpm at 150 psi. The incoming water supply from the District of Columbia Water and Sewer Authority (WASA) is an 8-inch diameter pipe with a normal pressure of 80 psi. The new pump shall be a horizontal split-case pump, rated to boost the incoming WASA water supply to 160 psi at 1,500 gpm flow at the outlet of the pump. The new pump shall be rated to deliver 1,500 gpm at 80 psi, provided with pilot operated casing relief valve, automatic air relief valve, and certified & calibrated pressure, discharge, and sensing line gages. The new pump unit shall be UL Listed and/or FM approved for use as a fire pump. A pressure relief valve shall not be installed.

The new fire pump controller provided by AOC is a Hubbell Model *LXi-11/2100* Solid State Soft Start/Stop controller. The new controller was purchased to replace the controller for the existing 200 HP fire pump. Since this controller was purchased, AOC has decided to remove the suction tank from service, and a 200 HP fire pump is not required to boost the incoming water supply from 80 psi to 160 psi. Part of this project shall be to provide factory-authorized

modifications to this controller to enable it to provide control for the new fire pump, while maintaining full UL Listing and compliance with the cited codes and standards. Factory-authorized disassembly and re-assembly of the controller assembly is also required so that it can be physically moved into the West Fire Pump Room.

The existing dry-pipe valve located in the room is to be replaced by a new valve and trim in a different location within the room. The existing dry-pipe system shall be demolished back to an approved location within the fire pump room and replaced. No work to dry-pipe system piping outside of the West Fire Pump room is included in this project. The existing air compressor shall be reused, and may be relocated within the room at the discretion of the contractor. All work on the dry-pipe system replacement shall be detailed in the Shop Drawing submittals. A full acceptance test of the dry-pipe system shall be required.

Specification Sections 01000, 13851, 13921, and 13915 are attached to this Statement of Work (SOW), and are hereby integrated into this SOW. Where conflict between this SOW and the Specifications may exist, contractor shall bring the conflict to the attention of the AOC Project Manager for resolution.

BIDDERS ARE ADVISED THAT THE WORK AREA IS VERY CONGESTED, AND THAT ACCESS TO THE BUILDING IS SUBJECT TO SECURITY RESTRICTIONS. BIDDERS ARE ADVISED TO ATTEND THE PRE-BID MEETING TO VIEW THE SITE. BIDDERS WILL BE ADVISED OF THE TIME, DATE, and LOCATION OF THIS MEETING.

## **C.2. Applicable Codes**

The completed installation shall comply in all respects to the codes, standards, and regulations listed in Section C.4 *Referenced Documents*.

## **C.3. SCOPE**

1. Comply with attached project specifications in all respects.
2. Inspect the existing fire pump installation and ensure that the new pump and dry-pipe valve offered by the contractor will be compatible with all aspects of the existing fire protection system in the Madison Building.
3. Ensure the new pump and motor offered by the contractor will be compatible with the new Hubbell Model LXi-11/2100 fire pump controller described above.
4. Provide a UL Listed fire pump which meets the following data points and operational criteria
  - a. no more than 85 psi at churn
  - b. 80 psi at 1,500 gpm
  - c. approximately 70 psi at 150% flow
  - d. Right hand rotation
  - e. 100 HP electric motor driver

- f. soft-start electric motor compatible with the existing Hubbell controller described above
- 5. Complete an in-the-field modification of AOC's Hubbell Model LXi-11/2100 controller for a new rating to match the new fire pump offered by the contractor. The contractor shall provide written confirmation in their proposal that a factory authorized technician will complete the in-the-field modifications of the new Hubbell controller, without voiding the UL Listing. Provide written documentation stating that the modifications as installed result in a controller that is fully Listed and in compliance with the applicable codes and regulations. This documentation shall be provided by the controller manufacturer on company letterhead and shall be signed by the manufacturer's technical representative. Provide revised drawings and schematics for the controller showing the modifications as installed.
- 6. Complete an in-the-field disassembly and re-assembly of AOC's Hubbell Model LXi-11/2100 controller to allow the controller to be moved into the West Fire Pump room. The contractor shall provide written confirmation in their proposal that a factory authorized technician will complete the disassembly and re-assembly of the new Hubbell controller, without voiding the UL Listing.
- 7. In the contractor's proposal, the contractor shall provide a copy of the pump curve and specification data of the proposed pump showing compliance with the requirements in this scope of work.
- 8. Design new installation to install new fire pump, drawing water supply from the existing public water supply in the pump room. Test header piping shall connect to the existing 8-inch diameter grooved test header pipe at the ceiling of the Fire Pump Room.
- 9. Design new dry-pipe valve installation, to connect to existing system.
- 10. Submit Shop Drawings for AOC approval prior to start of work. Submittals shall be complete and in accordance with the documents cited below. Shop drawings shall be stamped by a licensed Fire Protection Engineer.
- 11. Revise Shop Drawings as necessary to comply with AOC comments.
- 12. Submit Project Work Plan to AOC for review and approval prior to start of work.
- 13. Coordinate work schedule and access requirements with AOC Project Manager.
- 14. Coordinate Lock-Out/Tag-Out of electrical systems with AOC Project Manager. Contractor is not to operate any government owned electrical control devices. Contractor may place lock-out devices on AOC provided shackles to ensure safety of contractor's personnel.
- 15. Coordinate shut-down of incoming water supply, drainage of the tank, and isolation of the building fire protection systems with AOC Project Manager. Contractor shall not operate any water control valves without direct AOC approval. AOC approval is required for each operation of every valve. Contractor may place lock-out devices on AOC provided chains to ensure safety of contractor's personnel.
- 16. Upon receipt of approved Work Plan, and after receiving Notice to Proceed, demolish existing fire pump, driver, controller, transfer switch, wiring, piping, drain piping, and valves to provide a clean and clear working area.
  - a. Existing Mineral Insulated electrical cable for primary and alternate power supply to transfer switch is to be retained and re-routed to power the new controller/transfer switch assembly. Provide code-compliant routing, termination, and installation within the West Fire Pump room as needed. The West Fire Pump Room is constructed of materials that have a one-hour fire-resistance rating.

- b. Demolish existing water tank piping to the wall of the tank. Plug tank overflow drain at floor level using method approved by AOC. Plug shall be flush with finished floor surface.
  - c. Demolish other piping to locations approved by Project Manager.
  - d. Place all demolished equipment in location designated by AOC. After receipt of approval from AOC Project Manager, remove all demolished materials from the site and dispose of in accordance with all applicable national, state and local requirements.
- 17. Remove and dispose of existing Dry-Pipe valve and piping in West fire pump room as necessary.
- 18. Clean and mop room thoroughly after completion of demolition activity.
- 19. AOC will patch holes in water tank room walls with brick and mortar when demolition and cleaning are completed.
- 20. AOC will paint the room after demolition and cleaning are completed. Include 3 business days in the project schedule to allow for uninterrupted AOC painting.
- 21. Provide modifications to mounting pad, drains and room as needed to accommodate new installation.
- 22. Install new pump, driver, controller, piping, drain lines, valves, switches and wiring as approved. All water control valves in the fire pump room shall be new.
  - a. Existing Mineral Insulated electrical cable for primary and alternate power supply to transfer switch is to be reinstalled to new controller/transfer switch assembly.
  - b. Provide and install new 2-hour fire rated type RHH cable (LIFELINE™ RHH or approved equivalent) between new transfer switch and existing generator for generator start circuit. Route cable in existing 2-inch conduit from fire pump room to generator. Re-route and/or extend existing conduit in fire pump room as necessary to provide an uninterrupted conduit run between generator cabinet and fire pump controller. Coordinate with AOC for access to generator room and panel, and for lock-out/tag-out of generator system. AOC estimates that the existing 2-inch conduit from fire pump room to generator panel is approximately 185 ft long. Contractor is responsible for verifying conduit routing and quantity. Conduit routing shall be shown on the Shop Drawings.
  - c. Connect new pump test pipe to existing fire pump test header at ceiling of pump room. Provide new control valve and low-point drain in test header line. Pipe drain to drain point in fire pump room.
  - d. Pressure sensing line to fire pump controller shall include test connection, drain and calibrated gage to match the assemblies in the East Fire Pump Room. Provide open cup drain under the pressure sensing line test connection piped to the room drain, designed to catch all water released from the connection during testing.
- 23. Install new dry-pipe system on west wall of fire pump room.
  - a. Re-route piping and drain pipe as needed. Drain shall be routed to the room drain.
  - b. Provide and install new trim for dry-pipe valve.
  - c. Provide and connect alarms as needed.
  - d. Connect to existing air compressor.
- 24. Provide and install conduit and wire for connection of the required alarms to the building fire alarm system. Connect to FACP located in electrical closet in Core A. AOC estimates that 400 ft of conduit will be required to make these connections. (An existing

conduit can be reused for much of this distance at Contractor's discretion. Reuse will require removal of abandoned wire for water tank monitoring alarms and re-routing of the conduit from the Core E electrical room to the Core A room. Note that there are active fire detection circuits in this same conduit that must not be impaired during this work.) Contractor is responsible for verifying conduit routing and quantity. Conduit routing shall be shown on the Shop Drawings. Final connections to the building fire alarm system shall be accomplished by AOC personnel.

25. Connect Fire Pump Controller alarms to the FACP in Core A via conduit described in item C.3.24 above. The following Fire Pump alarms shall be provided:
  - a. Fire Pump Running
  - b. AC Power Failure
  - c. Phase Reversal
  - d. Transfer Switch in Emergency
26. Connect new tamper switches to the FACP in Core A via conduit described in item C.3.24 above. Final connections to the building fire alarm system shall be accomplished by AOC personnel. Tamper switches shall be grouped to provide a single alarm for the activation of any tamper switch in the fire pump room.
27. Connect new dry-pipe valve water flow pressure alarm switch to the FACP in Core A via conduit described in item C.3.24 above. Final connections to the building fire alarm system shall be accomplished by AOC personnel. Dry-pipe system valve tamper switches shall be grouped with other tamper switches in the room, described in item C.3.26, above.
28. Conduct preliminary testing of the final installation including fire pump, controller, driver and dry pipe system. Preliminary testing shall include a complete acceptance test in accordance with the referenced documents. Provide documentation of testing as required by code. Advise AOC 5 days prior to any testing. All testing must be conducted between the hours of 10 pm and 6 am unless specifically approved by AOC.
29. After successful completion of all preliminary testing, conduct a witnessed acceptance test of the completed installation. Test shall be witnessed by AOC Fire Marshall and other designated federal government authorities. AOC Project Manager shall coordinate test schedule with the designated authorities. Contractor shall coordinate with pump and controller manufacturer to be present during this testing (which is typically performed on a Sunday). Provide documentation of testing as required by code.
  - a. Conduct witnessed acceptance test of dry-pipe system. Provide documentation of testing as required by code.
30. Clean and mop room thoroughly after completion of installation activity.

Provide all required pipe, valves, fittings, wire, and other required materials to install the new pump, driver and controller. Provide all labor and other materials to facilitate the installation.

#### **C.4. CONTRACTOR REQUIREMENTS AND DELIVERABLES**

##### **General Requirements:**

Work shall be performed under the supervision of an individual who is a registered professional engineer, or who is certified as a Level IV Technician by National Institute for Certification in Engineering Technologies (NICET).



Smoking or open fires are not permitted within the building enclosure or on the premises. All welding, cutting or other "Hot Work" shall be performed only after receipt of an approved Hot Work Permit from the AOC. No deviations from the restrictions and limitations in such permits are permitted.

### Referenced Documents:

Installation and work procedures shall comply in all respects with the most recent editions of the documents listed below. Where conflict may exist between the documents, the Project Manager listed below shall be advised in writing prior to proceeding with any work in conflict.

1. NFPA 13, Standard for the Installation of Sprinkler Systems
2. NFPA 14, Standard for the Installation of Standpipe and Hose Systems
3. NFPA 20, Standard for the Installation of Stationary Pumps for Fire Protection
4. NFPA 24, Standard for the Installation of Private Fire Service Mains and Their Appurtenances
5. NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
6. NFPA 70, National Electrical Code
7. NFPA 72, National Fire Alarm Code
8. 29 CFR 1926, OSHA Construction Industry Regulations
9. 29 CFR 1910, OSHA General Industry Regulations

The deliverables shall be as follows:

C.4.1. *Shop Drawings.* Work shall not commence until and unless a fully approved set of shop drawings is available. Six (6) copies of shop drawings shall be submitted for AOC review and approval. Shop drawings, product data, certificate of conformance or compliance, certified test or inspection reports, and other submittals for equipment, systems, and their component parts shall be coordinated and submitted as a unit. Multiple or piecemeal submissions are not acceptable except where prior approval is obtained from the AOC, in which case a list of data to be submitted later shall be included with the first submission. Shop drawings shall be stamped by a licensed Fire Protection Engineer.

C.4.2. *Work Plan.* Six (6) copies of a detailed work plan shall be submitted for AOC review and approval. Work plan shall detail all work to be done, the sequence of the tasks to be performed, the schedule, coordination requirements, the party responsible to accomplish each task, and signature lines for the contractor preparer, and all foremen who will be responsible for overseeing the work (this individual shall be on site at all times when work is being performed). Work shall not commence until and unless a fully approved work plan is available.

C.4.3. *Staging Plan.* Submit a Staging Plan indicating specific locations of the storage and loading of materials, traffic direction and control concept and signage, security

perimeter for staging area, locations of informational construction signage, emergency facilities and resources and any other construction facilities required.

C.4.4. *As-Built Drawings:* Maintain redline shop-drawings on site showing As-Built conditions as work progresses, available for inspection at all times. Submit finished CAD As-Built shop drawings within 4-weeks of completion of the Final Acceptance Tests. As-built drawings shall be submitted as one set of Mylars, and one electronic file of CAD drawings.

C.4.5. *Preliminary and Final Acceptance Tests Procedures:* Acceptance testing shall include both Preliminary and Final Acceptance Tests, and shall follow the Contractor's written test procedures approved by the AOC. Scheduling of all tests shall be coordinated with AOC; at least two weeks notice of test schedule is required. Acceptance Test procedures for all work shall comply with the requirements of NFPA 20. Acceptance Test procedures for the supervisory and alarm switches shall comply with the requirements of NFPA 72. The Final Acceptance Test shall not be scheduled until and unless the Preliminary Acceptance Test has been successfully passed in all respects. In the event that the Preliminary Acceptance Test fails in any respect, it shall be the responsibility of the contractor to conduct additional Preliminary Acceptance Test(s) as necessary until one such test is 100% successful, at no additional cost to AOC.

C.4.5.1. Submit acceptance test procedures not later than 2-weeks prior to the proposed start of the (first) tests. Submit revised procedures if changes to the acceptance test procedures are required.

C.4.5.2. Submit three (3) copies of the completed Preliminary Acceptance Test Reports, no later than 7 days after the completion of the Preliminary Acceptance Tests. The Preliminary Acceptance Tests Report shall include the Contractor's Material and Test Certificate for Aboveground Piping. All items in the Preliminary Test Report shall be signed by the Contractor.

C.4.5.3. Submit three (3) copies of the completed Final Acceptance Test Reports, no later than 7 days after the completion of the Final Acceptance Tests. The Final Acceptance Tests Report shall include the Contractor's Material and Test Certificate for Aboveground Piping. All items in the Final Test Report shall be signed by the Contractor.

C.4.5.4. Concurrent with the submittal of the Final Acceptance Test Report, the Contractor shall provide certification that the installation is installed in accordance with the contract requirements.

C.4.6. *A complete, fully functional tested and approved installation of fire pump, controller, and associated devices.* The installation will not be considered complete until it is approved by the AOC Fire Marshall. The basis for the Fire Marshall's approval is NFPA 20.

C.4.7. *A complete, fully functional tested and approved installation of the dry-pipe valve and associated devices.* The installation will not be considered complete until it is approved by the AOC Fire Marshall. The basis for the Fire Marshall's approval is NFPA 13.

C.4.8. The following delivery schedule shall be applicable for the project:

1. Shop Drawings described in section C.3.1, above	21 calendar days from award of contract.
2. Work Plan described in section C.3.2, above	21 calendar days from award of contract.
3. Staging Plan described in section C.3.3, above.	21 calendar days from award of contract.
4. Acceptance Test Procedures described in section C.3.5, above	14 calendar days from receipt of AOC approval of items 1, 2 & 3, above.
5. Completed installation described in section C.3.6, above	28 calendar days from receipt of AOC approval of items 1, 2, 3 & 4, above.
6. As-Built Drawings described in section C.3.4, above	21 calendar days after completion of acceptance testing.

## **C.5. PROJECT MANAGER**

C.5.1. The Project Manager for this project shall be Anthony Disanto. He may be contacted at (202) 707-2811.

### **END OF SECTION C**

5/5/2005 10:39 AM

## **DIVISION 1 - GENERAL REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION OF REQUIREMENTS:**

- A. **General Requirements:** The provisions or requirements of Division 1 apply to the entire work of the Contract and, where so indicated, to other elements which are included in project, and include, but are not limited to the following:

1. Summary of the Work.
2. Project Coordination.
3. Definitions and Standards.
4. Schedules and Reports.
5. Submittals.
6. Temporary Facilities and Controls.
7. Products.
8. Project Closeout.

#### **1.2 SUMMARY OF THE WORK:**

- A. **Project/Work Identification:**

1. **General:** Project name is REPLACEMENT OF THE WEST FIRE PUMP: JAMES MADISON MEMORIAL BUILDING.
2. **Summary by Reference:** Work of the Contract can be summarized by references to the SCHEDULE, GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, Official Procedure for Making Changes in Contracts, Scope of Work, Specification Sections, Drawings, Amendments and Modifications to the contract documents issued subsequent to the initial printing of this Project Manual and including, but not necessarily limited to, printed material referenced by any of these.
3. **Abbreviated Written Summary:** Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:

The West fire pump in the James Madison Memorial Building of the Library of Congress is a a horizontal split-case centrifugal pump, currently configured as a suction pump, drawing water from a 29,500 gal water tank located in an adjacent room. The purpose of this project is to:

- disconnect the water storage tank,
- remove the existing fire pump, driver, controller, transfer switch, valves & piping
- provide & install a new booster pump and driver unit (drawing suction from the public water supply main located in the pump room),
- install a new combination fire pump controller/transfer switch provided by AOC in the same room,

- connect appropriate piping and valves to the fire pump test header connection in the same room,
- replace the existing dry-pipe sprinkler control valve located in the pump room, and
- provide a full acceptance test of the new pump, driver, and controller assembly and of the new dry pipe valve, and of all required alarms related to these systems.

The Architect of the Capitol (AOC) has purchased the new fire pump controller under a separate Purchase Order. This project is to provide the labor and materials to accomplish the fire pump conversion and to install and test the new controller and dry-pipe valve.

The existing fire pump is a Peerless Model 6AF-15-B, rated at 1,500 gpm at 150 psi. The incoming water supply from the District of Columbia Water and Sewer Authority (WASA) is an 8-inch diameter pipe with a normal pressure of 80 psi. The new pump shall be a horizontal split-case pump, rated to boost the incoming WASA water supply to 160 psi at 1,500 gpm flow at the outlet of the pump. The new pump shall be rated to deliver 1,500 gpm at 80 psi, provided with pilot operated casing relief valve, automatic air relief valve, and certified & calibrated pressure, discharge, and sensing line gages. The new pump unit shall be UL Listed and/or FM approved for use as a fire pump. A pressure relief valve shall not be installed.

The new fire pump controller provided by AOC is a Hubbell Model *LXi-11/2100* Solid State Soft Start/Stop controller. The new controller was purchased to replace the controller for the existing 200 HP fire pump. Since this controller was purchased, AOC has decided to remove the suction tank from service, and a 200 HP fire pump is not required to boost the incoming water supply from 80 psi to 160 psi. Part of this project shall be to provide factory-authorized modifications to this controller to enable it to provide control for the new fire pump, while maintaining full UL Listing and compliance with the cited codes and standards. Factory-authorized disassembly and re-assembly of the controller assembly is also required so that it can be physically moved into the West Fire Pump Room.

The existing dry-pipe valve located in the room is to be replaced by a new valve and trim in a different location within the room. The existing dry-pipe system shall be demolished back to an approved location within the fire pump room and replaced. No work to dry-pipe system piping outside of the West Fire Pump room is included in this project. The existing air compressor shall be reused, and may be relocated within the room at the discretion of the contractor. All work on the dry-pipe system replacement shall be detailed in the Shop Drawing submittals. A full acceptance test of the dry-pipe system shall be required.

4. **Use of the Contract Documents:** The Contract Documents are comprised of the Scope of Work, the Specifications, any issued Amendments, the Contract, approved Changes and other directives. These documents are not to be used separately for bid or construction as they collectively represent the entirety of the project. The Contractor is responsible for insuring that the documents are used together.

5. **Phasing Plan:** No Phasing Plan is included in the Contract Documents. The Contractor is expected to complete all work sequentially to provide the minimum disruption of normal building operations in the area. The Contractor will provide their own plan for approval by the AOC showing proposed sequencing of the work and coordination with Government requirements. The phasing plan shall be submitted for review prior to any construction.
  6. **Daily Hours of Work:** With the exception of testing, hours of work on the premises shall be from 7:30 am to 4:00 pm, Monday to Friday. Any work that may, either by design or by foreseeable accident, result in the activation of the building fire alarm system shall be conducted between the hours of 10 pm and 6 am. Acceptance testing shall be conducted on off hours as approved by AOC.
- B. Contractor Use of Premises:**
1. **General:** The Contractor shall limit his use of the premises to the work indicated, so as to allow for the Government's occupancy and use by the public.
  2. **Contractor Use of the Existing Building:** During the construction period, the site and the building will be occupied by Members of Congress, other Government employees and the general public. Maintain the existing building in a safe and weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. Cooperate fully with the AOC or the AOC representative during construction operations to minimize conflicts and to facilitate Government usage.
    - a. **Clear Passage:** Keep public areas such as parking areas, driveways, hallways, stairs, elevator lobbies, and toilet rooms free from accumulation of waste material, rubbish, or construction debris.
    - b. **Protection of Public:** Where debris, tools, materials, etc. may fall onto, or into the path of, pedestrians, a covered enclosure shall be constructed as a walkway through the area.
    - c. **Smoking or open fires** will not be permitted within the building enclosure or on the premises.
    - d. **Temporary Elevator Use:** The AOC will designate elevators available for use by Contractor's personnel. Use of other than designated elevators will not be permitted.
  3. **Limitations on Use of the Site:** Limitations on site usage as well as specific requirements that impact site utilization are indicated in the Contract Documents. Portions of the site beyond areas on which work is indicated are not to be disturbed. In addition to these limitations and requirements, administer allocation of available space among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of

materials and equipment on site. Storage facilities will not be provided to the Contractor. The Contractor shall make arrangements for storage of materials in coordination with the AOC.

- a. **Unless designated** for sole Contractor use, keep existing driveways and entrances serving the premises clear and available to the Government and its employees at all times. Do not permit trucks of any kind to use existing sidewalks without prior authorization of the AOC.
  - b. **Maintain driveways** between and around combustible material storage piles at least 15' wide and free of accumulation of rubbish, equipment and materials. Maintain access for fire fighting equipment.
  - c. **Do not unreasonably** encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated by the AOC. If additional storage is necessary, obtain and pay for such storage off-site.
  - d. **Provide 24hr/7day** access to the building by emergency vehicles and firefighting equipment.
4. **Construction Parking Control:** Parking space for personal vehicles is not available on the site. Obtain approval of the AOC for parking of construction motor vehicles or other equipment on the site.
- D. **Government Occupancy:** The Government reserves the right to occupy all areas of the building during the construction. The Contractor shall coordinate any relocation of space or personnel with the AOC prior to construction in that area.
- E. **Protection of Government Property:** The Contractor is expected to take all reasonable precautions to protect U.S. Government Property. In the event of damage to or theft of Government Property, the Contractor will be held fully responsible for his own personnel, his subcontractor's personnel and their actions.
- F. **Blasting:** The use of any kind or type of explosive in the performance of the work is prohibited, except the use of construction tools actuated by or employing powder-actuated charges which shall be permitted, provided that the tool is of the kind and design ordinarily used for such construction and that the AOC has authorized its use after determining that its use will not endanger human life or safety.
- G. **Mechanical/Electrical Requirements of General Work:** Except as otherwise indicated, comply with applicable provisions of The National Electrical Code (NEC) and standards by National Electrical Manufacturer's Association (NEMA) for electrical components of general work. Where applicable, provide products listed and labeled by nationally recognized independent testing and labeling organizations. Mechanical/Electrical systems and equipment shall be arranged and installed to provide ready accessibility and ease of lock/tag application during lockout/tagout procedures. Layout shall be confirmed to be acceptable to the AOC prior to installation.

### 1.3 PROJECT COORDINATION:

- A. **Coordination and Meetings:** Prepare a written memorandum on required coordination activities. Include such items as required notices, reports, and attendance at meetings. Distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate Contractors where interfacing of their work is required.
1. **Continuously coordinate** the work of subcontractors to ensure proper processing and progress of the work. Require each subcontractor to examine work of other trades and all sections of specifications to assure satisfactory installation of, and connection between, his work and work of other trades.
    - a. **Provide other parties**, to the extent their work is affected by this work, all information necessary for the proper execution of their work. Arrange and conduct work so that other parties may complete their work at the site according to schedule. All work under this contract shall be carefully coordinated with work under other such contracts.
  2. **The Contractor** shall maintain a complete set of Contract Documents on the site during the execution of this contract. All Drawings and Specifications shall be posted with the latest information and Changes. In addition to a complete set of Contract Documents, the Contractor shall maintain on site an accurate set of marked-up as-built documents indicating the work to date.
  3. **AOC Notification:** To allow time for the AOC to observe the construction, provide a minimum of 48 hours notice of commencement of next phase of work and other tasks to be identified by the AOC.
- B. **General Installation Provisions:**
1. **Pre-Installation Meetings:** Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that unit of work, and with its coordination or integration with other work that has preceded or will follow, shall attend this meeting. Advise AOC of scheduled meeting dates.
  2. **Installer's Inspection of Conditions:** Require the Installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
  3. **Manufacturer's Instructions:** Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.



4. **Mounting Heights:** Where mounting heights are not indicated, mount individual units of work at industry recognized standard mounting heights for the particular application indicated. Refer questionable mounting height choices to the AOC for final decision.
- C. **Cleaning and Protection:** During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of completion.
1. **Clean and perform maintenance** on installed work as frequently as necessary through remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
  2. **Limiting Exposures of Work:** To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period.
    - a. Protect against possible damage all sills, jambs and soffits of permanent openings used as passageways or through which materials are handled. Protect exposed corners, spandrels, projecting features and similar permanent work subject to damage. Cover and protect all prefinished work from damage by mortar, plaster, gypsum drywall compounds, paint, and other construction materials and operations.
  3. Load all trucks leaving the site with loose debris in a manner that will prevent dropping of materials on streets. Fasten suitable tarpaulins over the load before they enter surrounding paved streets.
- D. **Cutting and Patching:** Where the Contractor must cut, patch, alter, add to, repair or refinish existing construction and finishes which are not to be removed, he shall leave such construction and finishes complete and in satisfactory condition. Cutting, patching, and the like shall be neatly and carefully performed, and new materials and methods shall match existing corresponding work unless otherwise indicated. Exposed patches and repairs shall be as inconspicuous as possible.
1. Construction, finishes, equipment and other items which are damaged or defaced by reason of work performed under this contract shall be restored to the satisfaction of the AOC.
- E. **Conservation and Salvage:** It is a requirement for supervision and administration of the work that construction operations be carried out with the maximum possible consideration given to the conservation of energy, water and materials. In addition, maximum consideration shall be given to salvaging materials and equipment involved in performance of the work but not incorporated therein.

#### 1.4 DEFINITIONS AND STANDARDS:

- A. **General:** Comply with governing regulations and the codes and standards imposed upon the work. These requirements include the obtaining of permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.
- B. **Definitions:** A substantial amount of specification language consists of definitions for terms found in other contract documents. Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the work to the extent that they are not stated more explicitly in another element of the contract documents.
1. **Installer:** The term "installer" is defined as the entity (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.
  2. **Testing Laboratory:** The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.
  3. **Indicated:** The term "indicated" is a cross-reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.
  4. **Furnish:** Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
  5. **Install:** Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.
  6. **Provide:** Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
  7. **Exposed:** The term "exposed" is defined as an item or surface, exterior or interior, which can be seen by a person outside the building or a person inside a usable space within the building during normal activity.
    - a. Mechanical and electrical rooms, air handling rooms, storage rooms and penthouses shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them.

- b. The interiors of closets and alcoves shall be considered exposed surfaces, and shall be finished to match the finish of the adjoining room or space, unless another finish is otherwise indicated.
    - c. The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or required by other sections.
  - 8. **Concealed:** The term "concealed" is defined as an item or space not normally seen, occupied or used by building occupants or staff, such as shafts, hoistways, tunnels, ceiling plenums, attics, and crawls spaces.
  - 9. **Finished Space:** The term "finished space" is defined as space normally used by the public, building occupants or staff for primary functions of the building, but does not include mechanical, electrical and elevator equipment rooms, hoistways, tunnels or mechanical penthouses, unless otherwise indicated.
  - 10. **Specialist:** The term "specialist" is defined as an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.
- C. **Format and Specification Content Explanations:** Bolding and underscoring: Are used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where bolding and underscoring are used. Imperative language is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.
- 1. **Abbreviations:** The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with titles of general standards which are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.
  - 2. **Minimum Quality/Quantity:** In every instance, the quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may surpass the quality of that

minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimum or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to the AOC for decision before proceeding.

- D. **Overlapping and Conflicting Requirements:** Where there appears to be overlapping or conflicting requirements in the specifications, refer all such questions in writing to the AOC for interpretation. Do not proceed with that portion of the work that is under question until the AOC has replied in writing. Delays necessitated by requests for interpretation shall not form the basis for a Change to the contract. The AOC's interpretation and decision shall be final. Procedures for resolving disagreements with the decision of the AOC are outlined in the General Conditions of the Contract. The order of precedence is established as follows:
1. **Order of Precedence:** Any inconsistency in this solicitation or Contract shall be resolved by giving precedence in the following order:
    - a. The Schedule (excluding the specifications).
    - b. Representations and other instructions.
    - c. Contract clauses.
    - d. The Specifications.
  2. **Industry Standards:** Where compliance with two (2) or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into contract documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the AOC for a decision before proceeding.
  3. **Contractor's Options:** Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, Options are intended to be the Contractor's regardless of whether or not it is specifically indicated as such.
- E. **Drawing Symbols:** Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., Ninth edition.
- F. **Industry Standards:** Except to the extent that more explicit or more stringent requirements are written directly into contract documents, applicable standards of the construction industry have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies were bound herein, subject to the order of precedence previously stated.

1. **Publication Dates:** Except as otherwise indicated, where compliance with an industry standard is required, conform to the standard in effect on the date of the Invitation for Bids, or, if referred to in any Amendments, at the date of such amendments.
2. **Abbreviations and Names:** The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of the date of contract documents:

ANSI	American National Standards Institute 1819 L. Street, NW Washington, DC 20036	(202) 293-8020
ASME	American Society of Mechanical Engineers Three Park Avenue New York, NY 10016-5990	(800) 843-2763
ASTM	American Society for Testing and Materials 100 Bar Harbor Drive West Conshohocken, PA 19428-2959	(610) 832-9585
FM	FM Global 500 River Ridge Road Norwood, MA 02062	(781) 440-8000
NEC	National Electrical Code (from NFPA)	
NECA	National Electrical Contractors Assoc. 3 Bethesda Metro Center Bethesda, MD 20814	(301) 657-3110
NFPA	National Fire Protection Assoc. One Batterymarch Park P.O. Box 9101 Quincy, MA 02269-9101	(617) 770-3000
NICET	National Institute for Certification in Engineering Technologies 1420 King Street Alexandria, VA 22314-2794	(888) IS-NICET
UL	Underwriters Laboratories, Inc. 333 Pfingsten Rd. Northbrook, IL 60062-2096	(847) 272-8800

- G. **Federal Government Agencies:** Names and titles of federal government Standard- or Specification-producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of Standard- or

Specification-producing agencies of the federal government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.

CFR	Code of Federal Regulations (Available from the Government Printing Office) N. Capitol St. between G and H St. NW Washington, DC 20402 (Material is usually first published in the "Federal Register")	(202) 783-3238
CPSC	Consumer Product Safety Commission 5401 Westbard Ave. Bethesda, MD 20207	(301) 492-6580 or (800) 638-2772
EPA	Environmental Protection Agency 401 M St., SW Washington, DC 20460	(202) 382-2090
FS	Federal Specification (from GSA) Specifications Unit (WFSIS) 7th and D St., SW Washington, DC 20407	(202) 708-9205
OSHA	Occupational Safety and Health Administration (U.S. Department of Labor) N3647 200 Constitution Ave., NW Washington, DC 20210	(202) 219-8148

## 1.5 SCHEDULES & REPORTS:

- A. **Coordination:** Coordinate both the listing and timing of reports and other activities required by provisions of this and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to all parties involved in the work including the AOC.
- B. **Material Schedule:** Prior to commencing work, submit for approval the names of manufacturers and the trade names or numbers of all materials proposed for use on the project. Do not use any material until approved by the AOC. Upon request, furnish samples of materials, without cost to the Government, for examination and testing.
- C. **Progress Meetings and Documentation:** In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, hold a general progress meeting each month with time coordinated with preparation of the partial payment request. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting. Discuss status of each element of current work in relation to Progress

Schedule. Determine how behind-schedule work will be expedited, and secure commitments from entities involved in doing so to ensure that work will be completed within Contract Time.

1. **Initial Progress Meeting:** Schedule initial progress meeting, recognized as "Pre-Construction Meeting", for a date not more than 15 days after date of commencement of the Work. Use it as an organizational meeting, and review responsibilities and personnel assignments.
- D. **Permits, Licenses, and Certificates:** For the Government's records, submit copies of utility permits, licenses, certifications, utility inspection reports, releases, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

#### 1.6 SUBMITTALS:

- A. **General:** Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents. The Contractor is responsible for all dimensions, for the design of adequate or proper components, connections and other items, for the inclusion in the work of all elements and incidental details, and for the satisfactory fabrication, construction, operation and coordination of the work.
1. **Approval** of any submission shall not be construed as a complete or precise check of the item submitted but will only indicate that the general methods of design, detailing, construction or other elements under consideration appear to be satisfactory, without specific determinations or particulars.
  2. **Changes to the Contract** will not be made by notations on submittals. In the event submittals returned by the AOC with notations, which in the opinion of the Contractor, constitute additional work for which he is entitled to an adjustment in the contract sum or the contract time, the Contractor shall comply with the procedure set forth in Article 18, "Changes," of the GENERAL CONDITIONS.
  3. **Do not permit** submittal copies without an appropriate final "Action" marking by the AOC to be used in connection with the work.
  4. **Submissions of "Approved Equals:"** In addition to standard submittal requirements, for each item submitted as an "approved equal" submit the following:
    - a. Comparison of proposed approved equal's characteristics with the salient characteristics of the specified product demonstrating that the proposed approved equal fully meets or exceeds the specifications,
    - b. Drawings and samples as required for specified products,
    - c. Any changes required in other elements (if any) because of the submission of the proposed approved equal, and

- d. A listing of sources of supply, maintenance service (if applicable), and replacement parts.
- B. **Submittal Procedures:** Make all submittals to the AOC or to an individual designated by the AOC.
1. **Only the AOC** or an individual designated by the AOC can approve or disapprove submittals. Deviations and variations from the contract requirements contained in the submittal can be approved only by the AOC or by an individual delegated such authority by the AOC.
  2. **Costs** associated with transmittal of submittals shall be borne by the Contractor.
  3. **Review Time:** Except as specified elsewhere, allow for a review period of twenty-one (21) business days after receipt of the submittals by the AOC. Advise the AOC on each submittal, as to whether processing time is critical to the progress of the work, and if work would be expedited if processing time could be shortened. No extension of time will be authorized because of the Contractor's failure to transmit submittals or re-submittals to the AOC sufficiently in advance of the work. For submittals of items requiring coordination between different trades or subcontractors, review time period starts from the time that all required submittals have been received by the AOC and ends when submittal leaves the AOC. The Contractor is required to coordinate all work involving associated sub-trades and produce coordinated drawings for submittal where required by individual specification sections or as required below.
  4. **Preparation of Submittals:** Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, supplier, manufacturer, submittal name and similar information to distinguish it from other submittals. Label as to number and title of specification section, drawing number and detail references, as appropriate. Show Contractor's executed review and approval marking and provide space of not less than 20 sq. in. for the AOC's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through the Contractor's office will be returned without action.
  5. **Number of Copies:** Submit a minimum of six (6) copies of each submittal requested or as specified in each specification section, whichever is greater.
- C. **Specific Submittal Requirements:** Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements specified herein for each type of transmittal.
1. **Product Data:** Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products, some of which are not required for use on



the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.

- a. **Submittals:** Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned by the AOC, marked with an action which indicates an observed non-compliance.
  - 1) **Initial Submittal:** Except as otherwise indicated, submit six (6) copies of each required product data submittal. The AOC will retain two (2) copies and return the other marked with "Action" and corrections or modifications as required.
2. **Shop Drawings:** Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the Contract Documents on the shop drawings.
  - a. **Preparation:** Submit newly prepared information, drawn to accurate scale on sheets not less than 8-1/2" x 11"; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 36" x 48". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block.
    - 1) Do not reproduce contract documents or copy standard printed information as the basis of shop drawings.
    - 2) Use standard architectural scales for all drawings.
  - b. **Coordination Drawings:** Prior to installation of sleeves and inserts for equipment, and/or the performance of work in spaces in which two or more trades are involved and in which the probability of interference exists as determined by either the Contractor or the AOC, submit composite coordination drawings for the Work. Show sequencing and relationship of separate units of work which must interface in a restricted manner to fit in the space provided, or function as indicated. In case interference develops, the AOC will decide which work shall be relocated, regardless of which was installed first. Coordination drawings are considered shop drawings and must be definitive in nature.
  - c. **Equipment and Systems:** Shop Drawings for equipment and systems shall show ratings (where applicable), and how components are assembled, function together, and how they will be installed. Shop drawings, product data, certificate of conformance or compliance, certified test or inspection reports, and other submittals for equipment, systems, and their component parts shall be coordinated and submitted as a unit. Multiple or piecemeal submissions are not acceptable except where prior approval is obtained from the AOC, in which case a list of data to be submitted later shall be included with the first submission.
  - d. **Initial Submittals:** Original transmittal letter and 6 black-line prints of each shop drawings shall be forwarded to AOC for approval.

- e. **Final Submittal:** 6 prints; 2 will be retained and remainder will be returned, one of which is to be marked-up and maintained by Contractor as "Record Document."
- 3. **Samples:** Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. In addition, indicate limitations in availability, sizes, delivery time, and similar limiting characteristics.
  - a. **Preparation:** Where possible provide samples that are physically identical with the proposed material or product to be incorporated in the work; provide full scale, fully fabricated samples cured and finished in the manner specified. Where variations in color, pattern, or texture are inherent in the material or product represented by the sample, submit not less than three (3) units of the sample, which show the full range of variations. Where samples are specified for the AOC's selection of color, texture or pattern, submit a full set of available choices for the material or product. Mount, display, or package samples in the manner specified to facilitate the review of indicated qualities. Prepare samples to match the AOC's sample where so indicated.
  - b. **Submittal:** Submit three (3) sets of samples in the final submittal, one set will be returned. If the submittal is for the AOC's selection of color, pattern, texture or similar characteristics from a manufacturer's standard range of choices, only a single set of samples is required for a preliminary submittal. The final submittal may then be limited only to those choices selected by the AOC for final incorporation into the Work.
  - c. **Mock-Ups** and similar samples specified in individual work sections are special types of samples. Comply with sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.
- 4. **Miscellaneous Submittals:**
  - a. **Inspection and Test Reports:** Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.
  - b. **Offsite Fabrication Facilities:** Provide for scheduled visits to off site fabrication facilities by the AOC. Make all facilities, including storage areas and plant, open and accessible to review of procedures, materials used and storage and shipping methods.
  - c. **Warranties:** Refer to Article "Products" for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish

- two (2) executed copies of such warranties, bonds or agreements. Provide two (2) additional copies where required for maintenance manuals.
- d. **Staging Plan:** Submit a Staging Plan indicating specific locations of the storage and loading of materials, traffic direction and control concept and signage, security perimeter for staging area, locations of informational construction signage, emergency facilities and resources and any other construction facilities required.
  - e. **Traffic Control:** Submit a site plan and details for review and approval by the AOC to diagrammatically indicate proposed measures for safely and efficiently controlling and re-routing traffic as necessary to enable deliveries, testing operations and other activities. Indicate schedules of activities occurring hourly before, during and after the normal workday. At all times provide minimal disruption to the day-to-day activities occurring within the building and at adjacent locations.
5. **Closeout Submittals:** Refer to Article "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.
- D. **AOC's Action:** Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the AOC will review each submittal and mark with appropriate "Action." Where the submittal must be held for coordination, the AOC will so advise the Contractor without delay.
- 1. **If no changes** to the drawing are required, five (5) prints will be returned to the Contractor, bearing the stamp of the AOC, stating - "APPROVED."
  - 2. **If changes** to the drawing are required, but are of such minor nature that fabrication and/or construction can proceed in accordance with the correction noted by the AOC without resubmission of the drawing, five (5) prints will be returned to the Contractor bearing the Stamp of the AOC stating "Approved as Noted." The Contractor shall proceed with fabrication and/or construction in accordance with the AOC's corrections, and resubmit corrected copy for the AOC's records.
  - 3. **If changes** to the drawing are required and are of such nature that fabrication or construction cannot proceed, five (5) prints will be returned to the Contractor, bearing the stamp of the AOC stating - "Revise and Resubmit." In such a case, the Contractor shall resubmit the drawings, properly corrected. Upon resubmission of shop drawings, if any corrections or changes are made other than those marked by the AOC, the Contractor shall clearly indicate any such corrections or changes made on his own initiative.
  - 4. **If the product does not meet** the specification requirements, the number of copies outlined above will be returned to the Contractor, bearing the stamp of the AOC stating - "REJECTED." In such a case, the Contractor shall submit a new product which complies with the technical specifications.

5. **Other Action:** Where the submittal is returned, marked with the AOC's explanation, for special processing or other Contractor activity, or is primarily for information or record purposes, the submittal will be marked as follows:
  - a. **Not Subject to Review:** This review category will apply to submittals which are not required by the Contract Documents and are inadvertently submitted and stamped; or
  - b. **Received/No Action Required:** This category will be used when returning "Informational Submittals" for which the AOC is not required to take action.

#### 1.7 TEMPORARY FACILITIES AND CONTROLS:

- A. **Description of Requirements:** This article specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.
  1. **Use Charges:** No cost or usage charges for temporary services or facilities are chargeable to the Government. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a change-order extra. All materials and equipment provided by the Contractor for temporary facilities shall remain the property of the Contractor.
  2. **Materials and Execution:** Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the AOC. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards. Do not use materials of temporary service in permanent installation.
- B. **Quality Assurance:** Comply with the requirements of the District of Columbia Building Code and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities.
  1. **Standards:** Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", the NECA National Joint Guideline NJC-6 "Temporary Job Utilities and Services", and to OSHA 29 CFR 1926 (Construction Standards).
    - a. **Refer** to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", as prepared jointly by Associated General Contractors of America (AGC) and American Specialty Contractors, Inc. (ASC) for industry recommendations.
    - b. **Trade Jurisdictions:** The assigned responsibilities for the installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions applicable to the work.

2. **Inspections:** Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.
- C. **Job Conditions:** Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the Work. Maintain, expand as required and modify temporary services and facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.
- D. **Temporary Construction and Support Facilities:**
  1. **Field Offices and Sheds:** Provide a reasonably neat and uniform appearance in temporary construction and support facilities acceptable to the AOC. For temporary offices, fabrication shops, storage sheds and similar construction, provide either standard prefabricated or mobile units or the equivalent job-built construction. Provide support facilities that can be maintained properly throughout their use at the project site.
    - a. **Provide fire-resistant construction** for offices, shops, and sheds located within the construction work area, or within 50 feet of building lines.
    - b. **Locate field offices,** storage and fabrication sheds and other support facilities for easy access to the Work within the allocated staging area so that facilities will not block required exits or firemen's access to the building.
    - c. **Except as otherwise indicated,** make the change-over from use of temporary services and facilities to use of permanent services and facilities at the earliest feasible date at each portion of the building, to minimize hazards and interferences with performance of the Work.
    - d. **Maintain field offices,** storage and fabrication sheds, and project identification and temporary signs until near final acceptance. Immediately prior to final acceptance, with the AOC's approval, remove these facilities.
  2. **Field Offices:** Provide temporary field offices of sufficient size to accommodate required office personnel and project meetings at the project site.
    - a. **Temporary office space** may be located within the existing building or in mobile units, at the AOC's option. Coordinate location and access with the AOC to avoid interference with work to be performed by others. Temporary office space for the AOC's personnel is not required for this project.
  3. **Storage and Fabrication Sheds:** Install storage and fabrication sheds or trailers, properly sized, furnished and equipped, as required to accommodate the Work. Comply with applicable provisions specified elsewhere for distribution and use of temporary utilities.

4. **Construction Aids:** Design, construct, and maintain construction aids and miscellaneous general services and facilities as needed to accommodate performance of the work. Comply with OSHA 29 CFR 1926 (Construction Standards) Subpart L "Scaffolds"; Subpart M "Fall Protection"; Subpart N "Cranes, Derricks, Hoists, Elevators and Conveyors" and other regulations as necessary. Construction aids and miscellaneous general services and facilities include, but are not limited to the following:
  - a. **Provide temporary stairs** where ladders are not adequate for performance of work.
  - b. **Provide scaffolds** as required for proper execution of the Work. Remove or relocate scaffolds promptly to avoid interference with other trades. Provide stairs for vertical circulation.
  - c. **Provide adequate guardrails and barriers** at perimeters of each level of construction as work progresses in accordance with District of Columbia requirements and in conformance with requirements of the Special Conditions.
  - d. **Provide adequate facilities** for hoisting materials and employees. Do not permit employees to ride hoists which comply only with requirements for hoisting materials. The Contractor is responsible for selection of type, size and number of facilities. Truck cranes and similar devices used for hoisting are considered as being "tools and equipment" and not temporary facilities.
  - e. **Chutes:** Do not permit free dropping of materials, rubbish or debris, but remove by use of material hoist. Locations of all hoists and chutes are subject to approval by the AOC.
    1. Protect building from use of hoists and chutes to prevent damage, marring or staining of permanent work. Brace and guy securely and provide safety devices as required by code.
5. **Project Signage:** No signs, other than safety signs, may be erected on the site unless specifically indicated otherwise.
- E. **Security and Protection Facilities:** Provide and maintain all necessary barricades, lights, and other safeguards for the protection of Members of Congress, Government employees, Contractor's employees and the general public from injury. Protect materials and work on the site, whether incorporated in the work or not, against damage or loss from any cause.
  1. **Protect all** electric, telephone, water, gas, sewer, steam, and other interior utility lines in or around the building to the satisfaction of the AOC, the District of Columbia, and other authorities having jurisdiction. Prior to commencing work which may affect or disturb utilities, consult with the AOC.
  2. **Provide a reasonably neat** and uniform appearance in security and protection facilities acceptable to the AOC.

**F. Temporary Controls:**

1. **Traffic Control:** Plan vehicular access methods, locations and timing of deliveries in a manner to minimize interference with street and pedestrian traffic and to conform to District of Columbia regulations. Do not block or obstruct public streets, driveways and walkways adjacent to the site at any time during performance of the work without proper authorization. Do not permit trucks of any kind to use existing sidewalks without prior authorization of the AOC.
2. **Collection and Disposal of Wastes:** Establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Enforce requirements strictly. Do not hold collected materials at the site longer than seven (7) days during normal weather or three (3) days when the daily temperature is expected to rise above 80 deg. F (27 deg. C). Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately. Dispose of waste material in a lawful manner.
  - a. Burying or burning of waste materials on the site will not be permitted.
  - b. Washing waste materials down sewers or into waterways will not be permitted.
  - c. Provide rodent proof containers located on each floor level of construction work, to encourage depositing of garbage and similar wastes by construction personnel.
3. **Janitorial Services:** Provide daily janitorial services for temporary offices and similar areas. Require users of other temporary facilities to help maintain a clean and orderly premises.
4. **Dust Control:** Construct enclosures, barriers, or guards adequate to prevent dust dispersion into adjacent areas and/or ductwork. During periods of construction activity creating dust conditions treat with dust suppressors to control dust. Dry power brooming will not be permitted. Use vacuuming, wet mopping, wet sweeping or wet power brooming. Air blowing will not be permitted. Use only wet cutting procedures for unit masonry and concrete.
5. **Noise Control:** Avoid the use of tools and equipment that produce harmful noise. Restrict the use of noise making tools and equipment to hours of use that will minimize noise complaints from persons or firms near the project site.
6. **Environmental Protection:** Provide general protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel on the site in ways and methods that comply with environmental regulations, and that minimize the possibility that air and waterways might be contaminated or polluted, or that other undesirable effects might result from the performance of work at the site.

- G. **Installation, Operation, Termination and Removal:** Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
1. **Supervision:** Limit availability of temporary services and facilities to essential and intended uses to minimize waste and abuse. Do not permit temporary installations to be abused or endangered. Do not allow hazardous, dangerous or unsanitary conditions to develop or persist on the project site.
  2. **Maintenance:** Operate and maintain temporary services and facilities in good operating condition throughout the time of use and until removal is authorized. Protect from damage by freezing temperatures and similar elements.
  3. **Termination and Removal:** Unless the AOC requests that it be maintained for a longer period of time, remove each temporary service and facility promptly when the need for it or a substantial portion of it has ended, or when it has been replaced by the authorized use of a permanent facility, or no later than substantial completion. Repair damaged work, clean exposed surfaces and replace work which cannot be satisfactorily repaired. Contract time includes the time required for final cleanup of premises.
    - a. **Immediately prior to final acceptance,** clean and renovate permanent services and facilities that have been used to provide temporary services and facilities during the construction period.
    - b. **Restoration of Site and Adjacent Areas :** Restore the site and the adjacent areas used for staging, traffic, protection and storage of materials to their conditions prior to start of work. This includes, but is not limited to all site improvements, signage, lighting, sprinkler systems, and utilities.

#### 1.8 PRODUCTS:

- A. **General:** Refer to clause, "Materials and Workmanship," of the GENERAL CONDITIONS. After execution of the Contract, the Contractor's requests for changes in the products, materials, equipment and methods of construction required by the Contract Documents are considered requests for "contract modifications," and are subject to the requirements specified in Architect of the Capitol, "Official Procedure for Making Changes in Contracts." Revisions to the contract documents, where requested by the AOC are considered as "changes" not substitutions.
- B. **Quality Assurance:** Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor. Provide a single product for each required product selection, regardless of whether that product selection is provided by more than one



sub-contractor. Do not alter product brands or series for a given product selection during the life of the contract without written approval of the AOC.

1. **Source Limitations:** To the fullest extent possible and subject to the restrictions of the "Buy American Act," provide products of the same generic kind, from a single source, for each unit of work.
- C. **Product Delivery, Storage, and Handling:** Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Maintain ready access to manufacturer's Material Safety Data Sheet(s) (MSDS) for each material. Control delivery schedules to minimize long-term storage at the site and to prevent overcrowding of construction spaces, and to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration or loss.
1. **Deliver products** to the site in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, ventilating, and installing.
  2. **Store products** at the site in a manner that will facilitate inspection and measurement of quantity or counting of units, and in conformance with manufacturer's instructions.
  3. **Store heavy materials** away from the project structure in a manner that will not endanger the supporting construction.
- D. **General Product Compliance:** Requirements for individual products are indicated in the Contract Documents; compliance with these requirements is in itself a contract requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods.
1. **Procedures for Selecting Products:** The Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects.
    - a. **Performance Specification Requirements:** Where the specifications require compliance with indicated performance requirements, provide products that comply with the specific performance requirements indicated, and that are recommended by the manufacturer for the application indicated. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's individual certification of performance. General overall performance of a product is implied where the product is specified for specific performances.
    - b. **Compliance with Standards, Codes and Regulations:** Where the specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies

with specification requirements, including the standards, codes and regulations.

- c. **Visual Matching:** Where matching an established sample is required, the final judgement of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the AOC. Where there is no product that matches the sample satisfactorily and also complies with other specified requirements, comply with the provisions of the contract documents concerning "contract modifications" for the selection of a matching product in another product category, or for non-compliance with specified requirements.
  - d. **Visual Selection:** Except as otherwise indicated, where specified product requirements include the phrase "...as selected from the manufacturer's standard colors, patterns, textures..." or similar phrases, the Contractor has the option of selecting the product and manufacturer, provided the selection complies with other specified requirements. The AOC is subsequently responsible for selecting the final color, pattern and texture from the product line selected by the Contractor.
- E. **General Product Requirements:** Provide products that comply with the requirements of the contract documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
- 1. **Provide products** that are essentially the standard catalogued products of manufacturers regularly engaged in production of such products and that are the manufacturer's latest standard design that complies with the specification requirements. Equipment shall essentially duplicate items that have been in satisfactory commercial and industrial use at least two years, or more if otherwise specified, prior to bid opening; or in lieu thereof shall have been used and operated in a test installation which, in the opinion of the AOC, duplicate its field performance for the same period of time. The AOC reserves the right to require the Contractor to submit evidence to this effect for his approval. When two units of the same class of equipment are required, these units shall be the product of a single manufacturer; however, the component parts of the system need not be the products of the same manufacturer.
  - 2. **Provide standard**, domestically produced products for which the manufacturer has published assurances that the products and its parts are likely to be available to the Government at a later date.
  - 3. **Nameplates:** Except as otherwise indicated for required labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the completed project.
- F. **Installation of Products:** Except as otherwise indicated in individual sections of these specifications, comply with the manufacturer's instructions and recommendations for

installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance. Mechanical/Electrical systems shall be arranged and installed to provide ready accessibility and ease of lock/tag application during lockout/tagout procedures. Layout shall be confirmed prior to installation.

#### 1.9 PROJECT CLOSEOUT:

- A. **Definitions:** "Project Closeout" is the term used to describe certain collective project requirements, indicating completion of the work that are to be fulfilled near the end of the Contract Time in preparation for final acceptance and occupancy of the Work by the Government, as well as final payment to the Contractor and the normal termination of the Contract.
  - 1. **Time of closeout** is directly related to "Final Acceptance." Therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to the other provisions of this Division.
- B. **Final Cleaning:** Special cleaning requirements for specific units of Work are included in the appropriate sections of Division 2 through 16. General Cleaning during the regular progress of the Work is required by the GENERAL CONDITIONS and is included under Article "Temporary Facilities and Controls".
  - 1. **Cleaning:** Provide final cleaning of the Work at the time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to the condition expected from a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions for operations.
    - a. **Complete the following** cleaning operations before requesting the AOC's inspection for Final Acceptance.
    - b. **Remove labels** which are not required as permanent labels.
    - c. **Clean transparent materials** to a polished condition. Remove putty and other substances which are noticeable as vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
    - d. **Clean exposed** exterior and interior hard-surfaced finishes to a dust-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
    - e. **Wipe surfaces** of mechanical and electrical equipment clean. Remove excess lubrication and other substances.

- f. **Clean the project site** of rubbish, litter and other foreign substances. Sweep paved areas to a broom clean condition; remove stains, spills and other foreign deposits.
  - 2. **Compliance:** Comply with safety standards and governing regulations for cleaning operations. Remove waste materials from the site and dispose of in a lawful manner.
    - a. **Where extra materials** of value remaining after completion of associated work have become the Government's property, salvage or dispose of these materials to the Government's best advantage as directed.
- C. **Record Document Submittals:** Specific requirements for record documents are indicated in the individual sections of these specifications. Other requirements are indicated in the GENERAL CONDITIONS. General submittal requirements are indicated in the various "Submittals" articles of individual sections of the Project Manual.
  - 1. **Do not use** record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the AOC's reference during normal working hours.
  - 2. **Record Documents:** Maintain a record set of blue or black line white-prints of contract drawings and shop drawings in a clean, undamaged condition. Mark-up the set of record documents to show the actual installation where the installed work varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing the actual "field" condition ("as-built" condition) fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at the corresponding location on the working drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date.
    - a. **Mark record sets** with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
    - b. **Note related** change-order numbers where applicable.
    - c. **Organize record drawing sheets** into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
    - d. **Materials and Tools:** Refer to individual sections of the Project Manual for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
- D. **Maintenance Manuals:** Organize operating and maintenance data into suitable sets of manageable size. Bind data into individual binders properly identified and indexed. Bind each set of data in a heavy-duty 2-inch, 3-ring vinyl-covered binder, with pocket folders for folded sheet information. Mark the appropriate identification on both front and spine of each binder.

- E. **Warranties and Bonds:** At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
    - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
    - b. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, project number, and the name of the Contractor.
  2. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.
- F. **General Operating and Maintenance Instructions:** Arrange for each installer of operating equipment and other work that requires regular or continuing maintenance, to meet at the site with the Government's personnel to provide necessary basic instruction in the proper operation and maintenance of the entire Work. Where installers are not experienced in the required procedures, include instruction by the manufacturer's representatives. Provide information regarding necessary lockout/tagout devices for each piece of equipment.
- G. **Closeout Submittals:** Prior to requesting Final Inspection, submit the following:
1. Project Record Documents, properly annotated and in the format required.
  2. Copies of Warranties and Bonds.
  3. Operation and Maintenance data.
  4. All required operating or special tools required in individual sections.
  5. All required keys and keying schedules.
- H. **Prerequisites to Final Acceptance:** Complete the following before requesting the AOC's final inspection for certification of final acceptance, and final payment as required by the GENERAL CONDITIONS. List known exceptions, if any, in the request.
1. **Submit the final payment** request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

2. **Submit an updated final statement**, accounting for final additional changes to the Contract Sum.
  3. **Submit a certified copy** of the AOC's final punch-list of itemized work identified to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the AOC.
  4. **Submit** consent of surety.
- I. **Reinspection Procedures:** The AOC will reinspect the Work upon receipt of the Contractor's notice that the work, including punchlist items resulting from earlier inspections, has been completed, except for these items whose completion has been delayed because of circumstances that are acceptable to the AOC.
  - J. **Removal of Protection:** Except as otherwise indicated or requested by the AOC, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

**END OF DIVISION 1**

## **SECTION 13851 – FIRE ALARM**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This section includes fire alarm wiring and equipment required to support the fire pump installation project. The James Madison Building of the Library of Congress (LOC) is equipped with a conventionally wired AutoCall AL-1500E fire alarm and detection system with multiple interfaces for annunciation. In the scope of this specification, the contractor shall provide, connect, and test alarm points for the new fire pump and dry-pipe valve installation, including the following:
  - 1. Fire Pump Running,
  - 2. Fire Pump AC Power Failure,
  - 3. Fire Pump Phase Reversal,
  - 4. Transfer Switch in Emergency,
  - 5. Valve Tamper Switches (all valve tamper switches in the West pump room to be on one point, including those associated with the dry-pipe valve),
  - 6. Dry-pipe valve water flow alarm
  - 7. Dry-pipe valve low air pressure alarm
- B. Related Sections include the following:
  - 1. Division 1 "General Requirements.
  - 2. Section 13915 "Fire-Suppression Piping" for feed-main, fire-suppression piping at fire pumps.
  - 3. Section 13921 "Electric-Drive, Horizontal Fire Pumps" for fire pump and installation.

#### **1.3 DEFINITIONS**

- A. **FACP:** Fire alarm control panel.
- B. **NFPA:** National Fire Protection Association.

- C. Definitions in NFPA 72 apply to fire alarm terms used in this Section.

#### 1.4 SYSTEM PERFORMANCE REQUIREMENTS

- A. The new devices and wiring shall be compatible with the existing fire alarm system, which is a microprocessor based, supervised, non-coded electrical alarm system with NFPA 72 Style B (Class B) initiating device circuits. The existing functions of the fire alarm system shall remain unchanged unless specifically addressed in this specification. Initiating, signal, and auxiliary control circuits shall be 24 VDC. The installation shall contain all of the equipment, devices, and circuits required for system operation in accordance with NFPA Code requirements and this specification.
- B. The contractor shall provide all additional equipment, cabinets, conduit, and labor required to meet the requirements and intent of this specification. Devices and equipment include, but are not limited to the following:
- a. Fire Alarm Control Panel Expansion Boards and Interface Controllers
  - b. Emergency Battery and Charger Units
  - c. Remote Auxiliary Control Relays
  - d. Associated Cabinets/Back Boxes
  - e. End of Line Resistors
  - f. Valve Tamper Switches
  - g. Dry-Pipe Valve Air Pressure Switches
  - h. Dry-Pipe Valve Water Flow Alarm Pressure Switches
- C. A list of parts and components for the installed system by manufacturer's name, part number, and nomenclature, and recommended stock level required for normal maintenance and unscheduled repairs shall be provided.

#### 1.5 SUBMITTALS

- A. All submittals shall be submitted in strict accordance with the Architect of the Capitol, Requirements for: Associate Architects/Engineers Design Contracts. All submittals shall consist of six (6) copies. The following shall be submitted in sufficient detail to show full compliance with this specification.
- B. **Contractor Qualifications.** Evidence of the contractor's state certification shall be submitted to the contracting officer for approval prior to any work being started on the fire alarm system.
- C. **Product Data.** Manufacturer's Catalog Data shall be submitted for the following items: Valve Tamper Switches, Dry-Pipe Valve Waterflow Pressure Alarm Switches, wire selections, special surface mount conduit (if applicable), and power supplies.
- D. **Shop Drawings.** The following shall be submitted in accordance with this specification and the referenced codes and standards: connection drawings; wiring schematics; and shop drawings shall be submitted 30 days prior to the start of fire alarm system work. As-Built drawings shall be submitted for approval 30 days prior to the acceptance-testing phase of the project as described in the paragraph entitled "Field Testing" of



this specification section. CD-ROM electronic copies and hard copies of all new and revised drawings shall be provided with the submittal. As-Built drawings shall document final system configuration including deviations from and amendments to the specification drawings, and field installation changes, concealed and visible (Microstation Drawing format computer generated floor plan layouts indicating all control panel and device locations shall be provided). Floor plans shall indicate device and equipment locations, speciality control equipment locations and corresponding fire alarm control panel initiation zones.

## 1.6 QUALITY ASSURANCE

- A. Equipment and devices shall be compatible and operable with the existing LOC building Autocall AL-1500E fire alarm system and shall not impair reliability or operational functions of existing LOC systems. Contractor shall furnish materials and equipment that are current products of one manufacturer regularly engaged in the production of such equipment.
- B. **Engineering Responsibility:** Preparation of working plans, calculations, and field test reports by a qualified professional engineer.
- C. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of fire-suppression piping that are similar to those indicated for this Project in material, design, and extent.
- D. **Manufacturer Qualifications:** Firms whose equipment, specialties, and accessories are listed by product name and manufacturer in UL's "Fire Protection Equipment Directory" and FM's "Fire Protection Approval Guide" and that comply with other requirements indicated.
- E. **Qualifications of Installer:** Prior to installation, the Contractor shall submit data for approval the Architect of the Capitol showing that the Contractor has successfully installed programmable conventional fire alarm systems of the same type as specified herein, or that the Contractor has a firm contractual agreement with a subcontractor having such required experience. The Contractor shall include the names and locations of at least three installations where the Contractor, or the subcontractor referred to above, has installed such systems. Indicate the type and design of each system and certify that each system has performed satisfactorily in the manner intended for a period of not less than 18 months. The Contractor shall submit names and phone numbers of points of contact at each site.
- F. **Manufacturer's Representative:** The Contractor shall provide the services of a factory-trained technician from the manufacturer of the system, experienced in the installation and operation of the type of system being provided, to supervise installation, adjustment, preliminary testing, and final testing of the system and to provide instruction to Government personnel. The Contractor shall furnish name and phone number of the manufacturer's representative.

- G. **Approved Equipment:** The Contractor shall provide materials, equipment and devices that have been tested by a nationally recognized testing laboratory, such as Underwriters' Laboratories or Factory Mutual Laboratories, and are listed or approved for fire protection service when so required by NFPA 72 or this specification.
- H. **Electrical Components, Devices, and Accessories:** Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- I. **Final Connection Requirements:** All final connections for fire alarm equipment shall be performed by a fire alarm contractor licensed and certified to work on the existing Autocall fire alarm system.

## 1.7 GUARANTEE

- A. The contractor shall guarantee labor, materials, and equipment provided under this contract against defects for a period of one year after the date of final acceptance of this work by the government and the receipt of as-built drawings and schematics of all equipment.

## 1.8 SERVICES OF A CERTIFIED FIRE ALARM SPECIALIST

- A. Services of a Certified Specialist thoroughly experienced in fire alarm work shall be provided on site to perform or directly supervise the installation, make all necessary adjustments, and perform all tests on the fire alarm system at the site. A fire alarm specialist shall be considered certified when the specialist holds a valid Fire Alarm System, Level III (or higher) Certification from the National Institute for Certification in Engineering Technologies (NICET). Certification of other recognized agencies with equivalent requirements will be considered.
- B. Evidence of the Contractor's State Certification and the basis of certification shall be provided to the Contracting Officer and be approved by the Contracting Officer prior to any work being performed at the Library of Congress. Contractor submitted certification requirements shall be in accordance with NICET.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. **Water-Flow Indicators, Alarm Pressure Switches and Supervisory Switches:**
    - a. Gamewell Co.

- b. Grinnell Corp.
- c. Pittway Corp.; System Sensor Div.
- d. Potter Electric Signal Co.
- e. Reliable Automatic Sprinkler Co., Inc.
- f. Viking Corp.

**2. Sprinkler, Drain and Alarm Test Fittings:**

- a. Central Sprinkler Corp.
- b. Fire-End and Croker Corp.
- c. Grinnell Corp.
- d. Victaulic Co. of America.

**2.2 ALARM DEVICES**

- A. **Water-Flow Indicators:** UL 346; electrical-supervision, vane-type water-flow detector; with 250-psig (1725-kPa) pressure rating; and designed for horizontal or vertical installation. Include two single-pole, double-throw, circuit switches for isolated alarm and auxiliary contacts, 7 A, 125-V ac and 0.25 A, 24-V dc; complete with factory-set, field-adjustable retard element to prevent false signals and tamperproof cover that sends signal if removed.
- B. **Pressure Switches:** UL 753; electrical-supervision-type, water-flow switch with retard feature. Include single-pole, double-throw, normally closed contacts and design that operates on rising pressure and signals water flow.
- C. **Valve Supervisory Switches:** UL 753; electrical; single-pole, double throw; with normally closed contacts. Include design that signals controlled valve is in other than fully open position.

**2.3 FIRE ALARM CONTROL PANEL**

- A. The addressable capabilities of the existing Autocall AL-1500E panel shall not be utilized for this project.
- B. The existing Autocall AL-1500E panel shall remain and provide supervision for the points required for this contract. The Contractor shall upgrade power supplies as necessary.
- C. Dedicated supervision points shall be provided to monitor the following fire pump supervisory alarms independently:
  - a. Fire Pump Running,
  - b. Fire Pump AC Power Failure,
  - c. Fire Pump Phase Reversal,
  - d. Transfer Switch in Emergency,
  - e. Valve Tamper Switches (all valve tamper switches in the West pump room to be on one point, including those associated with the dry-pipe valve),
  - f. Dry-pipe valve water flow alarm

- g. Dry-pipe valve low air pressure alarm

## 2.4 ZONE EXPANSION CARDS

- A. Zone expansion cards shall be Autocall Style B (ClassB) Input Module cards (P/N 5200-433), or equivalent. The expansion cards shall be listed for use with the Autocall AL-1500E Fire Alarm Control Panel.

## 2.5 POWER SOURCE

- A. If the addition of power supplies is deemed necessary, the following shall apply. Normal power to the local systems for all purposes, including separate powered indicating/alarm devices, shall be 120 volts 60 hertz. System shall operate satisfactorily between 85 and 110 percent of normal voltage. A fire alarm system disconnect/protective device shall be a fused switch with a red factory finish as specified herein for manual alarm stations. This disconnect switch shall be mounted adjacent to the fire alarm control panel. In addition, it shall be marked FIRE ALARM DISCONNECT using ½-inch high letters in white paint or engraved phenolic identification plates fastened with sheet metal screws. The switch shall be capable of being locked in the "on" or "off" position. This feature shall not interfere with the circuit protection capability of the device. Switch shall be equipped with surge suppression for all phase and neutral conductors.
- B. Power supplies used to provide power to all fire alarm components shall be 24 VDC, power-limited and shall be verified and documented to be compatible and listed with the smoke detectors, beam detectors, and reflected beam detectors.

## 2.6 REPAIR SERVICE/REPLACEMENT PARTS

- A. Repair services and replacement parts for the system shall be furnished under this contract and be available for a period of 10 years after the date of final acceptance of this work by the Government. On-site service during the guarantee period shall be provided within 24 hours of notification. All repairs shall be completed within 48 hours of notification.

# PART 3 - EXECUTION

## 3.1 SYSTEM SEQUENCE OF OPERATION

- A. **Normal Operation:** All new devices installed shall be supervised in normal condition. Normal condition shall consist of the devices providing the point cards with a normally open switch position.
- B. **Alarm Condition:** Alarm condition shall consist of contact closure being provided by alarm points. Activation of any initiating devices shall close a contact that activates the appropriate fire alarm control panel.

### 3.2 INSTALLATION

- A. **Wiring:** Wiring shall conform to the requirements of NFPA 70 and the following special requirements: fire alarm system circuits shall be installed in a separate raceway system. Within the fire alarm system, 60-hertz power circuits and fire alarm initiating, alarm and control circuits shall be installed in separate raceway systems. 60-hertz power circuits shall not enter enclosures containing fire alarm circuits except where required to connect to the fire alarm system. It is the contractor's responsibility to verify that fire alarm power-limited circuits are installed in accordance with NFPA 70 and separated from non-power limited circuits.

Conductors shall be continuous from a terminal point at one device to a terminal point at the next device and from a device to the fire alarm (control) panel. Wires shall be broken at each terminal, wires shall not be looped over a terminal. Termination of solid wire shall be made on compression or screw type terminals. When screw type terminals are used the conductor shall be captured under 80 percent of the screw head surface.

Conductors shall be marked with the size, voltage rating and manufacturer's name permanently marked on the conductor jacket at no less than two feet intervals. Conductor size and colors are listed below. The new and added conductors shall match the size and color coding of the existing system. Cable shall be listed as type FPL, power-limited Fire Protective Signaling Cable. Conductor size installations shall be as indicated but not less than No. 18 AWG for initiation circuits. Cables shall be marked with circuit designation and consistent color coding for the positive and negative loops shall be maintained throughout the cable system.

- B. Each point on the conventional zone cards shall be limited to 100 ohms of total resistance, therefore the number of devices on a point is limited by the wire run length required to provide necessary device spacing. The wire run length and voltage drop shall be verified prior to installation of the new devices.
- C. **60-Hertz Power:** 60-hertz power to fire alarm control panels or separately powered devices shall be 120 volts. There shall be one black phase conductor, one white or grey solidly grounded neutral conductor and one green equipment grounding conductor. Conductor size shall be as shown on the drawing with the minimum size of 12 AWG solid conductor copper. Surge arrestors shall be installed in accordance with NFPA 72 and NFPA 70.
- D. **Installation in Cabinets and Boxes:** Wiring in control cabinets and boxes shall be installed in a neat and orderly manner with wire properly grouped, tie-wrapped, or laced parallel and perpendicular to the major axis, supported and identified. Control wiring shall be continuous from device to device with no splices unless otherwise indicated. All wires entering or leaving control cabinets, boxes, and devices shall be permanently marked and terminated on screw terminals. Marking shall be consistent throughout the fire alarm system and shall be the same as the identification shown on the connection drawings. No splicing shall be performed in fire alarm control cabinets, power supplies, or peripheral fire alarm back boxes.
- E. **Conduit and Raceways:** Conduit size shall be in accordance with NFPA 70. Minimum size for fire alarm system initiating, alarm and control circuit conduit and race-

ways shall be 3/4-inch. Installation, including fastening, shall be in accordance with NFPA 70. EMT with hex nut expansion gland-type fittings shall be installed in all areas unless specifically approved. Flexible metal conduit, maximum length six-feet, shall be used as the final connecting raceway to a fire alarm device mounted on piping or valves.

Conduit in interior finished areas shall be concealed. Conduit through fire-resistant rated walls, floors, ceilings, shall be fire-stopped in a manner that maintains the fire-resistance rating of the penetrated assembly.

Conduit installed in a vertical position shall be parallel with walls and perpendicular to the floor and ceiling. Conduit installed in a horizontal position shall be parallel with the floor and ceiling and be parallel and perpendicular to the walls. Changes in direction of runs shall be made with symmetrical bends.

### **3.3 SYSTEM PROGRAMMING**

- A. Programming required to accomplish the needs of this project shall be accomplished only by AOC's system programmer. Contractor is not to make any changes to the system program. Contractor shall coordinate with AOC Project Manager to ensure timely system programming changes.

### **3.4 EXTENT OF WORK**

- A. The alarm system modifications shall be installed in accordance with the specifications and referenced publications. This project shall include the provision and installation of new valve tamper switches, new dry-pipe system monitoring switches and the installation of alarms to the new fire pump controller provided by the AOC.

**END OF SECTION 13851**

## SECTION 13915 - FIRE-SUPPRESSION PIPING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes fire-suppression piping and equipment for the following building systems:
  - 1. Automatic wet-type, Class I, fire-suppression standpipes and branches for sprinklers.
  - 2. Wet-pipe, fire-suppression sprinklers, including piping, valves, specialties, and automatic sprinklers.
  - 3. Dry-pipe, fire-suppression sprinklers, including piping, valves, specialties, automatic sprinklers, air compressor, and accessories.
- B. Related Sections include the following:
  - 1. Division 1 "General Requirements.
  - 2. Section 13921 "Electric-Drive, Horizontal Fire Pumps."
  - 3. Section 13851 "Fire Alarm" for fire alarm system modifications.

#### 1.3 DEFINITIONS

- A. **Working Plans:** Documents, including drawings, calculations, and material specifications prepared according to NFPA 13 and NFPA 14 for obtaining approval from authorities having jurisdiction.

#### 1.4 SYSTEM PERFORMANCE REQUIREMENTS

- A. Design standpipes and sprinklers and obtain approval from authorities having jurisdiction.
- B. **Components and Installation:** Capable of producing piping systems with 175-psig (1200-kPa) minimum working-pressure rating, unless otherwise indicated.

#### 1.5 SUBMITTALS

- A. **Product Data:** For the following:

1. Pipe and fitting materials and methods of joining for piping.
  2. Pipe hangers and supports.
  3. Valves, including specialty valves, accessories, and devices.
  4. Alarm devices. Include electrical data.
- B. **Approved Sprinkler Piping Drawings:** Working plans, prepared according to NFPA 13, that have been approved by authorities having jurisdiction. Include hydraulic calculations, if applicable.
- C. **Field Test Reports and Certificates:** Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13 and NFPA 14. Include "Contractor's Material and Test Certificate for Aboveground Piping" and "Contractor's Material and Test Certificate for Underground Piping."
- D. **Maintenance Data:** For each type of standpipe and sprinkler specialty to include in maintenance manuals.

## 1.6 QUALITY ASSURANCE

- A. **Installer Qualifications:** An experienced installer who has designed and installed fire-suppression piping similar to that indicated for this Project and obtained design approval and inspection approval from authorities having jurisdiction.
- B. **Engineering Responsibility:** Preparation of working plans, calculations, and field test reports by a qualified professional engineer. Base calculations on results of fire-hydrant flow test.
- C. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of fire-suppression piping that are similar to those indicated for this Project in material, design, and extent.
- D. **Manufacturer Qualifications:** Firms whose equipment, specialties, and accessories are listed by product name and manufacturer in UL's "Fire Protection Equipment Directory" and FM's "Fire Protection Approval Guide" and that comply with other requirements indicated.
- E. **Standpipe and Sprinkler Components:** Listing/approval stamp, label, or other marking by a testing agency acceptable to authorities having jurisdiction.
- F. **Electrical Components, Devices, and Accessories:** Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- G. **NFPA Standards:** Equipment, specialties, accessories, installation, and testing complying with the following:
1. NFPA 13, "Installation of Sprinkler Systems."
  2. NFPA 14, "Standpipe and Hose Systems."



3. NFPA 20, "Fire Pumps"

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. **Available Manufacturers:** Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. **Specialty Valves and Devices:**

- a. Badger Fire Protection, Inc.
    - b. Central Sprinkler Corp.
    - c. Firematic Sprinkler Devices, Inc.
    - d. Globe Fire Sprinkler Corp.
    - e. Grinnell Corp.
    - f. Reliable Automatic Sprinkler Co., Inc.
    - g. Star Sprinkler Corp.
    - h. Viking Corp.

2. **Sprinkler, Drain and Alarm Test Fittings:**

- a. Central Sprinkler Corp.
    - b. Fire-End and Croker Corp.
    - c. Grinnell Corp.
    - d. Victaulic Co. of America.

3. **Fire-Protection-Service Valves:**

- a. Central Sprink, Inc.
    - b. Central Sprinkler Corp.
    - c. Grinnell Corp.
    - d. McWane, Inc.; Kennedy Valve Div.
    - e. Nibco, Inc.
    - f. Stockham Valves & Fittings, Inc.
    - g. Victaulic Co. of America.

4. **Keyed Couplings for Steel Piping:**

- a. Central Sprink, Inc.
    - b. Ductilic, Inc.
    - c. Grinnell Corp.
    - d. National Fittings, Inc.
    - e. Star Pipe Products, Inc.; Star Fittings Div.
    - f. Victaulic Co. of America.

### **2.2 PIPING MATERIALS**

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe, tube, fitting, and joining materials.

## 2.3 PIPES AND TUBES

- A. **Standard-Weight Steel Pipe:** ASTM A 53, ASTM A 135, or ASTM A 795; Schedule 40 in NPS 6 (DN150) and smaller, and Schedule 30 in NPS 8 (DN200) and larger.

## 2.4 PIPE AND TUBE FITTINGS

- A. Cast-Iron Threaded Flanges: ASME B16.1.
- B. Cast-Iron Threaded Fittings: ASME B16.4.
- C. Malleable-Iron Threaded Fittings: ASME B16.3.
- D. Steel, Threaded Couplings: ASTM A 865.
- E. Steel Flanges and Flanged Fittings: ASME B16.5.
- F. Steel, Grooved-End Fittings: UL-listed and FM-approved, ASTM A 47 (ASTM A 47M), malleable iron or ASTM A 536, ductile iron; with dimensions matching steel pipe and ends factory grooved according to AWWA C606.

## 2.5 JOINING MATERIALS

- A. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for pipe-flange gasket materials and welding filler metals.
- B. Steel, Keyed Couplings: UL 213 and AWWA C606, for steel-pipe dimensions. Include ASTM A 536, ductile-iron housing, rubber gaskets, and steel bolts and nuts. Include listing for dry-pipe service for couplings for dry piping.
- C. Transition Couplings: AWWA C219, sleeve type, or other manufactured fitting the same size as, with pressure rating at least equal to, and with ends compatible with piping to be joined.

## 2.6 FIRE-PROTECTION-SERVICE VALVES

- A. **General:** UL listed and FM approved, with minimum 175-psig (1200-kPa) nonshock working-pressure rating. Valves for grooved-end piping may be furnished with grooved ends instead of type of ends specified.
- B. **Gate Valves, NPS 2 (DN50) and Smaller:** UL 262; cast-bronze, threaded ends; solid wedge; OS&Y; and rising stem.

- C. **Gate Valves, NPS 2-1/2 (DN65) and Larger:** UL 262, iron body, bronze mounted, taper wedge, OS&Y, and rising stem. Include replaceable, bronze, wedge facing rings and flanged ends.
- D. **Swing Check Valves, NPS 2 (DN50) and Smaller:** UL 312 or MSS SP-80, Class 150; bronze body with bronze disc and threaded ends.
- E. **Swing Check Valves, NPS 2-1/2 (DN65) and Larger:** UL 312, cast-iron body and bolted cap, with bronze disc or cast-iron disc with bronze-disc ring and flanged ends.
- F. **Split-Clapper Check Valves, NPS 4 (DN100) and Larger:** UL 312, cast-iron body with rubber seal, bronze-alloy discs, and stainless-steel spring and hinge pin.

## 2.7 SPECIALTY VALVES

- A. **Dry-Pipe Valves:** UL 260; differential type; 175-psig (1200-kPa) working pressure; with cast-iron flanged inlet and outlet, bronze seat with O-ring seals, and single-hinge pin and latch design. Include UL 1486, quick-opening devices, trim sets for air supply, drain, priming level, alarm connections, ball drip valves, pressure gages, priming chamber attachment, and fill-line attachment.
  - 1. Option: Grooved-end connections for use with keyed couplings.
  - 2. Air-Pressure Maintenance Devices: Automatic device to maintain correct air pressure in piping. Include shutoff valves to permit servicing without shutting down sprinkler piping, bypass valve for quick filling, pressure regulator or switch to maintain pressure, strainer, pressure ratings with 14- to 60-psig (95- to 410-kPa) adjustable range, and 175-psig (1200-kPa) maximum inlet pressure.
- B. **Ball Drip Valves:** UL 1726, automatic drain valve, NPS 3/4 (DN20), ball check device with threaded ends.

## 2.8 PRESSURE GAGES

- A. **Pressure Gages:** UL 393, 3-1/2- to 4-1/2-inch- (90- to 115-mm-) diameter dial with dial range of 0 to 250 psig (0 to 1725 kPa).

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine roughing-in for hose connections and stations to verify actual locations of piping connections before installation.
- B. Examine walls and partitions for suitable thickness, fire- and smoke-rated construction, framing for hose-station cabinets, and other conditions where hose connections and stations are to be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PIPING APPLICATIONS

- A. Do not use welded joints with galvanized steel pipe.
- B. Flanges, unions, and transition and special fittings with pressure ratings the same as or higher than system's pressure rating may be used in aboveground applications, unless otherwise indicated.
  - 1. **NPS 5 and NPS 6 (DN125 and DN150):** Standard-weight steel pipe with threaded ends; cast- or malleable-iron threaded fittings; and threaded joints.
  - 2. **NPS 5 and NPS 6 (DN125 and DN150):** Standard-weight steel pipe with grooved ends; steel, grooved-end fittings; steel, keyed couplings; and grooved joints.
  - 3. **NPS 5 and NPS 6 (DN125 and DN150):** Galvanized, standard-weight steel pipe with threaded ends; cast- or malleable-iron threaded fittings; and threaded joints.
  - 4. **NPS 5 and NPS 6 (DN125 and DN150):** Galvanized, standard-weight steel pipe with grooved ends; steel, grooved-end fittings; steel, keyed couplings; and grooved joints.
  - 5. **NPS 8 to NPS 12 (DN200 to DN300):** Standard-weight steel pipe with threaded ends; cast- or malleable-iron threaded fittings; and threaded joints.
  - 6. **NPS 8 to NPS 12 (DN200 to DN300):** Galvanized, standard-weight steel pipe with threaded ends; cast- or malleable-iron threaded fittings; and threaded joints.
  - 7. **NPS 8 (DN200) and Larger:** Standard-weight steel pipe with grooved ends; steel, grooved-end fittings; steel, keyed couplings; and grooved joints.
  - 8. **NPS 8 (DN200) and Larger:** Galvanized, standard-weight steel pipe with grooved ends; steel, grooved-end fittings; steel, keyed couplings; and grooved joints.
- C. **Dry-Pipe Sprinklers: Use the following:**
  - 1. **NPS 2 (DN50):** Galvanized, standard-weight steel pipe with threaded ends; cast- or malleable-iron threaded fittings; and threaded joints.
  - 2. **NPS 2 (DN50):** Galvanized, standard-weight steel pipe with grooved ends; steel, grooved-end fittings; steel, keyed couplings; and grooved joints.
  - 3. **NPS 2-1/2 to NPS 4 (DN65 to DN100):** Galvanized, standard-weight steel pipe with threaded ends; cast- or malleable-iron threaded fittings; and threaded joints.
  - 4. **NPS 2-1/2 to NPS 4 (DN65 to DN100):** Galvanized, standard-weight steel pipe with grooved ends; steel, grooved-end fittings; steel, keyed couplings; and grooved joints.

### 3.3 VALVE APPLICATIONS

- A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:
  - 1. **Fire-Protection-Service Valves:** UL listed and FM approved for applications where required by NFPA 20, NFPA 13 and NFPA 14.
    - a. Shutoff Duty: Use gate valves.

2. **General-Duty Valves:** For applications where UL-listed and FM-approved valves are not required by NFPA 20, NFPA 13 and NFPA 14.
  - a. Shutoff Duty: Use gate, ball, or butterfly valves.
  - b. Throttling Duty: Use globe, ball, or butterfly valves.

### 3.4 JOINT CONSTRUCTION

- A. **Ductile-Iron-Piping, Grooved Joints:** Use ductile-iron pipe with radius-cut-grooved ends; ductile-iron, grooved-end fittings; and ductile-iron, keyed couplings. Assemble joints with couplings, gaskets, lubricant, and bolts according to coupling manufacturer's written instructions.
- B. **Steel-Piping, Grooved Joints:** Use Schedule 40 steel pipe with cut-grooved ends and Schedule 30 steel pipe with cut-grooved ends; steel, grooved-end fittings; and steel, keyed couplings. Assemble joints with couplings, gaskets, lubricant, and bolts according to coupling manufacturer's written instructions. Use gaskets listed for dry-pipe service for dry piping.
- C. **Dissimilar-Piping-Material Joints:** Construct joints using adapters or couplings compatible with both piping materials. Use dielectric fittings if both piping materials are metal.

### 3.5 WATER-SUPPLY CONNECTION

- A. Connect standpipe and sprinkler piping to building interior water distribution piping.

### 3.6 PIPING INSTALLATION

- A. Locations and Arrangements: Drawing plans, schematics, and diagrams indicate general location and arrangement of piping. Install piping as indicated, as far as practical.
  1. Deviations from approved working plans for piping require written approval from authorities having jurisdiction. File written approval with AOC before deviating from approved working plans.
- B. Install underground service-entrance piping according to NFPA 24 and with restrained joints.
- C. Use approved fittings to make changes in direction, branch takeoffs from mains, and reductions in pipe sizes.
- D. Install unions adjacent to each valve in pipes NPS 2 (DN50) and smaller. Unions are not required on flanged devices or in piping installations using grooved joints.
- E. Install flanges or flange adapters on valves, apparatus, and equipment having NPS 2-1/2 (DN65) and larger connections.

- F. Install ball drip valves to drain piping between test header and valves. Drain to floor drain inside room.
- G. Install alarm devices in piping systems.
- H. Hangers and Supports: Comply with NFPA 13 for hanger materials. Install according to NFPA 13 for sprinkler piping and to NFPA 14 for standpipes.
- I. Install piping with grooved joints according to manufacturer's written instructions. Construct rigid piping joints, unless otherwise indicated.

### **3.7 VALVE INSTALLATION**

- A. Install fire-protection specialty valves, trim, fittings, controls, and specialties according to NFPA 20, NFPA 13 and NFPA 14, manufacturer's written instructions, and authorities having jurisdiction.
- B. Gate Valves: Install fire-protection-service valves supervised-open, located to control sources of water supply except from fire department connections. Provide permanent identification signs indicating portion of system controlled by each valve.
- C. Install check valve in each water-supply connection.
- D. Dry-Pipe Valves: Install trim sets for air supply, drain, priming level, alarm connections, ball drip valves, pressure gages, priming chamber attachment, and fill-line attachment.
  - 1. Air-Pressure Maintenance Devices for Dry-Pipe Systems: Install shutoff valves to permit servicing without shutting down sprinkler system; bypass valve for quick system filling; pressure regulator or switch to maintain system pressure; strainer; pressure ratings with 14- to 60-psig (95- to 410-kPa) adjustable range; and 175-psig (1200-kPa) maximum inlet pressure.
  - 2. Connect to existing air compressor and compressed-air supply piping.

### **3.8 CONNECTIONS**

- A. Connect water-supply piping and standpipes and sprinklers to fire pumps.
- B. Connect piping to specialty valves, hose valves, specialties, fire department connections, and accessories.
- C. Connect alarm devices to fire alarm.
- D. Connect compressed-air supply to dry-pipe sprinkler piping.
- E. Connect air compressor to the following piping and wiring:
  - 1. Pressure gages and controls.
  - 2. Electrical power system.
  - 3. Fire alarm system devices, including low-pressure alarm.

### **3.9 LABELING AND IDENTIFICATION**

- A. Install labeling and pipe markers on equipment and piping according to requirements in NFPA 20, NFPA 13 and NFPA 14.

### **3.10 FIELD QUALITY CONTROL**

- A. Flush, test, and inspect sprinkler piping according to NFPA 13, "System Acceptance" Chapter.
- B. Replace piping system components that do not pass test procedures and retest to demonstrate compliance. Repeat procedure until satisfactory results are obtained.
- C. Report test results promptly and in writing to AOC Project Manager.

### **3.11 CLEANING**

- A. Clean dirt and debris from fire pump room and work area daily.
- B. Remove all debris from job site. Sweep and mop clean all work and storage areas upon completion of job and before acceptance testing.

### **3.12 COMMISSIONING**

- A. Verify that specialty valves, trim, fittings, controls, and accessories are installed and operate correctly.
- B. Verify that air compressors and their accessories operate correctly.
- C. Verify that specified tests of piping are complete.
- D. Drain dry-pipe sprinkler piping.
- E. Pressurize and check dry-pipe sprinkler piping air-pressure maintenance devices and air compressors.
- F. Energize circuits to electrical equipment and devices.
- G. Start and run air compressors.
- H. Adjust operating controls and pressure settings.
- I. Coordinate with fire alarm tests. Operate as required.
- J. Coordinate with fire-pump tests. Operate as required.

### **3.13 DEMONSTRATION**

- A. Demonstrate equipment, specialties, and accessories. Review operating and maintenance information.
- B. Schedule demonstration with Owner with at least seven days' advance notice.

**END OF SECTION 13915**



## SECTION 13921 - ELECTRIC-DRIVE, HORIZONTAL FIRE PUMPS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes electric-drive, horizontal fire pumps for building fire-suppression systems and the following:
  - 1. Split-case fire pumps.
  - 2. Fire-pump specialties and accessories.
- B. Related Sections include the following:
  - 1. Division 1 "General Requirements.
  - 2. Section 13915 "Fire-Suppression Piping" for feed-main, fire-suppression piping at fire pumps.
  - 3. Section 13851 "Fire Alarm" for fire alarm system modifications.

#### 1.3 DEFINITIONS

- A. **Fire Pump:** Horizontal-type fire pump used to supply water at rated capacity and total head required for fire-suppression service.
- B. **Fire-Pump Unit:** Assembly with fire pump, driver, controller, and related accessories.
- C. **Split-Case Fire Pump:** Axially split-case, horizontal fire pump with its housing split parallel to shaft.

#### 1.4 SYSTEM PERFORMANCE REQUIREMENTS

- A. **Fire-Pump Systems:** Fire-pump and pressure-maintenance-pump units that comply with performance requirements specified and are compatible with building fire-suppression systems.
- B. **Pump, Equipment, Accessory, and Piping Pressure Rating:** 175-psig (1200-kPa) minimum working-pressure rating, unless higher rating is indicated.

## 1.5 SUBMITTALS

- A. **Product Data:** Include rated capacities; certified pump performance curves with each selection point indicated; shipping, installed, and operating weights; furnished specialties; and accessories for each fire-pump and pressure-maintenance-pump unit and flow-measuring system.
- B. **Shop Drawings:** Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, methods of field assembly, components, and location and size of each field connection for each fire-pump and pressure-maintenance-pump unit.
  - 1. **Wiring Diagrams:** Detail wiring for power, signal, and control systems and differentiate between manufacturer-installed and field-installed wiring.
- C. **Product Certificates:** Signed by manufacturers of fire pumps and fire-pump controllers certifying that products furnished comply with requirements.
- D. **Field Test Reports:** Indicate and interpret test results for compliance with performance requirements.
- E. **Maintenance Data:** For each fire-pump and pressure-maintenance-pump unit to include in maintenance manuals.

## 1.6 QUALITY ASSURANCE

- A. **Engineering Responsibility:** Preparation of working plans, calculations, and field test reports by a qualified professional engineer.
- B. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of fire-suppression piping that are similar to those indicated for this Project in material, design, and extent.
- C. **Manufacturer Qualifications:** Firms whose equipment, specialties, and accessories are listed by product name and manufacturer in UL's "Fire Protection Equipment Directory" and FM's "Fire Protection Approval Guide" and that comply with other requirements indicated.
- D. **Qualifications of Installer:** Prior to installation, the Contractor shall submit data for approval the Architect of the Capitol showing that the Contractor has successfully installed programmable conventional fire alarm systems of the same type as specified herein, or that the Contractor has a firm contractual agreement with a subcontractor having such required experience. The Contractor shall include the names and locations of at least three installations where the Contractor, or the subcontractor referred to above, has installed such systems. Indicate the type and design of each system and certify that each system has performed satisfactorily in the manner intended for a period of not less than 18 months. The Contractor shall submit names and phone numbers of points of contact at each site.

- E. **Source Limitations:** Obtain fire-pump through one source with responsibility and accountability to respond to and resolve problems regarding compatibility, installation, performance, and acceptance of units.
- F. Provide listing/approval stamp, label, or other marking on equipment made to specified standards.
- G. **Electrical Components, Devices, and Accessories:** Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- H. Comply with standards of authorities having jurisdiction pertaining to materials, hose threads, and installation.
- I. Comply with NFPA 20, "Centrifugal Fire Pumps," for fire pumps, drivers, controllers, accessories, and installation.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Preparation for Shipping: After assembling and testing fire pumps and pressure-maintenance pumps, protect flanges and exposed machined metal surfaces, pipe openings, and nozzles.
- B. Retain shipping flange protective covers and protective coatings during storage.
- C. Protect bearings and couplings against damage from sand, grit, or other foreign matter.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. **Available Manufacturers:** Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

#### 1. Single-Stage, Horizontally Mounted, Split-Case Fire Pumps:

- a. Armstrong Darling, Inc.
- b. Fairbanks Morse Pump Corp.
- c. General Signal Pump Group; Aurora Pump Unit.
- d. ITT Fluid Technology Corp.; ITT A-C Pump Unit.
- e. Paco Pumps, Inc.
- f. Patterson Pump Co.
- g. Peerless Pump Co.
- h. Reddy-Buffaloes Pump, Inc.

### 2.2 SPLIT-CASE FIRE PUMPS

- A. Single-Stage, Horizontally Mounted, Split-Case Fire Pumps: UL 448, factory-assembled and -tested, electric-drive, double-suction, horizontal type. Include pump and driver mounted on same base and connected with coupling.
1. Characteristics: Capable of furnishing not less than 150 percent of rated capacity at not less than 65 percent of total rated head. Shutoff head is limited to 140 percent of total rated head.
  2. Casing: Axially split cast iron with suction and discharge flanges machined to ASME B16.1, Class 125 dimensions, unless Class 250 flanges are indicated.
  3. Impeller: Cast bronze of construction to match fire pump, statically and dynamically balanced, and keyed to shaft.
  4. Wear Rings: Replaceable, bronze.
  5. Shaft and Sleeve: Steel shaft with bronze sleeve.
  6. Shaft Bearings: Grease-lubricated ball bearings in cast-iron housing.
  7. Seals: Stuffing box with minimum of four rings of graphite-impregnated braided yarn and bronze packing gland.
  8. Coupling: Flexible and capable of absorbing torsional vibration and shaft misalignment. Include metal coupling guard.
  9. Driver: Electric motor.
  10. Finish: Manufacturer's standard red paint applied to factory-assembled and -tested unit before shipping.
  11. Nameplate: Complete with capacities, characteristics, and other pertinent data.

## **2.3 PUMP DRIVERS**

- A. Description: NEMA MG 1, open-dripproof, squirrel-cage, induction motor. Include construction complying with NFPA 20 and NFPA 70, and include wiring compatible with controller used.
1. Finish: Manufacturer's standard red paint applied to factory-assembled and -tested unit before shipping.
  2. Nameplate: Complete with motor horsepower, characteristics, and other pertinent data.

## **2.4 PUMP CONTROLLERS, GENERAL**

- A. Controller Sensing Pipes: Fabricate pipe and fittings according to NFPA 20 with non-ferrous-metal sensing piping, NPS 1/2 (DN15), with globe valves for testing controller mechanism from system to pump controller as indicated. Include bronze check valve with 3/32-inch (2.4-mm) orifice in clapper or ground-face union with noncorrosive diaphragm having 3/32-inch (2.4-mm) orifice. Sensing line configuration shall match those in the East fire pump room.

## **2.5 FIRE-PUMP SPECIALTIES AND ACCESSORIES**

- A. Match fire-pump suction and discharge ratings as required for fire-pump capacity rating. Include the following:

1. Automatic air-release valve.
2. Pilot-operated type casing relief valve.
3. Calibrated suction and discharge pressure gages.
4. Eccentric-tapered reducer at suction inlet.
5. Concentric-tapered reducer at discharge outlet.
6. Test-Header Manifold: Connect to existing test header pipe at ceiling of West Fire Pump Room. Existing pipe is 8-inch diameter grooved steel pipe.
7. Ball Drip Valve: UL 1726.

## **2.6 SOURCE QUALITY CONTROL**

- A. Factory Tests: Hydrostatically test and test run fire pumps before shipping. Test at 150 percent of shutoff head plus suction head, but not less than 250 psig (1725 kPa). Produce certified test curves showing head capacity and brake horsepower of each pump.

## **2.7 GROUT**

- A. Description: ASTM C 1107, Grade B, factory-mixed and -packaged nonshrink and nonmetallic grout; suitable for interior and exterior applications.
- B. Characteristics: Post-hardening, volume-adjusting, dry, hydraulic-cement grout.
- C. Properties: Nonstaining, noncorrosive, and nongaseous.
- D. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

# **PART 3 - EXECUTION**

## **3.1 EXAMINATION**

- A. Examine areas, equipment foundations, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting fire-pump performance.
  1. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Examine existing fire-suppression piping systems. Verify actual locations of piping connections before pump installation.

## **3.2 CONCRETE BASES**

- A. Install concrete bases of dimensions approved for fire pump.

## **3.3 INSTALLATION**

- A. Comply with fire-pump and controller manufacturers' written installation and alignment instructions, and with NFPA 20.
- B. Install pumps and controllers to provide access for periodic maintenance, including removal of motors, impellers, couplings, and accessories.
- C. Set base-mounting-type pumps on concrete bases. Disconnect coupling halves before setting. Do not reconnect couplings until alignment operations have been completed.
  - 1. Support pump baseplate on rectangular metal blocks and shims or on metal wedges having small taper, at points near foundation bolts to provide 3/4- to 1-1/2-inch (19- to 38-mm) gap between pump base and foundation for grouting.
  - 2. Adjust metal supports or wedges until pump and driver shafts are level. Check coupling faces and pump suction and discharge flanges to verify that they are level and plumb.
- D. Install suction and discharge piping equal to or greater than diameter of fire-pump nozzles.
- E. Install valves that are the same size as piping connecting fire pumps, bypasses, test headers, and other piping systems.
- F. Install calibrated pressure gages on fire-pump suction and discharge at pressure-gage tapings.
- G. Support pumps and piping separately so weight of piping does not rest on pumps.
- H. Install piping accessories, hangers and supports, anchors, valves, meters and gages, and equipment supports.
- I. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted. Furnish copies of manufacturers' wiring diagram Submittals to electrical Installer.
  - 1. Verify that electrical wiring is installed according to manufacturers' submittal and installation requirements. Proceed with equipment startup only after wiring installation is satisfactory as determined by the manufacturer's representative.

### **3.4 ALIGNMENT**

- A. Align fire-pump and driver shafts after complete unit has been leveled on foundation, grout has set, and foundation bolts have been tightened.
- B. After alignment is correct, tighten foundation bolts evenly but not too firmly. Fill baseplate completely with grout, with metal blocks and shims or wedges in place. Tighten foundation bolts after grout has hardened. Check alignment and make required corrections.
- C. Make piping connections, check alignment, and make required corrections.

1. Adjust alignment of pump and driver shafts for angular and parallel alignment by one method in HI 1.1-1.5, Section 1.4, "Installation, Operation and Maintenance."
  2. Alignment Tolerances: Comply with manufacturer's written instructions.
- D. Align vertically mounted, split-case pump and driver shafts after complete unit has been made plumb on foundation, grout has set, and foundation bolts have been tightened. Follow pump manufacturer's written instructions.

### 3.5 CONNECTIONS

- A. The following are specific connection requirements:
1. Install piping adjacent to fire pump and controller to allow service and maintenance.
  2. Connect water supply to fire pump and controller.
  3. Connect fire-pump discharge piping to building fire-suppression piping.
  4. Connect all drains to drain provided in the room.
- B. Connect fire-pump controllers to building fire alarm system.
- C. Connect controllers to pumps.
- D. Electrical wiring and connections are to comply with NFPA 20 and NFPA 70.
- E. Ground equipment.
1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

### 3.6 FIELD QUALITY CONTROL

- A. **Manufacturer's Field Service:** Engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including fire-pump, piping, controller, and electrical connections. Report results in writing.
1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
  2. Check suction line connections for tightness so no air gets into pumps.
  3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation. Remove malfunctioning units, replace with new units, and retest.
  4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
  5. Furnish fire hoses and "hose monster" test devices in number, size, and length required to reach storm drain or other acceptable location to dispose of fire-pump test water. Fire hoses and test devices are for field-acceptance tests only and are not property of Owner.

6. Final Checks before Startup: Perform the following preventive-maintenance operations and checks:
    - a. Lubricate oil-lubrication-type bearings.
    - b. Remove grease-lubrication-type bearing covers, flush bearings with kerosene, and clean thoroughly. Fill with new lubricant according to manufacturer's written instructions.
    - c. Disconnect coupling and check electric motor for proper rotation. Rotation shall match direction of rotation marked on pump casing.
    - d. Verify that pump is free to rotate by hand. If pump is bound or if it drags even slightly, do not operate until cause of trouble is determined and corrected.
  7. Starting procedure for pumps is as follows:
    - a. Prime pump by opening suction valve and closing drains, and prepare pump for operation.
    - b. Open sealing liquid supply valves if pump is so fitted.
    - c. Start motor.
    - d. Open discharge valve slowly.
    - e. Observe leakage from stuffing boxes and adjust sealing liquid valve for proper flow to ensure lubrication of packing. Do not tighten gland immediately but let packing run in before reducing leakage through stuffing boxes.
    - f. Check general mechanical operation of pump and motor.
- B. Perform not less than two (2) field tests for each fire-pump unit and system piping when installation is complete. A preliminary test, including all requirements of NFPA 20, shall be successfully passed. After successful preliminary, the final acceptance test shall be scheduled by AOC, and will include the Fire Marshall and representatives of other Congressional oversight agencies. The final acceptance test shall not be scheduled until the preliminary test has been successfully completed to the satisfaction of the AOC Project Manager. Comply with operating instructions and procedures in NFPA 20 to demonstrate compliance with requirements. Where possible, field correct malfunctioning equipment, then retest to demonstrate compliance. Replace equipment that cannot be satisfactorily corrected or that does not perform as indicated, then retest to demonstrate compliance. Verify that each fire-pump unit performs as indicated. Report test results in writing.

### **3.7 DEMONSTRATION**

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain units as specified below:
  1. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining units.
  2. Review data in maintenance manuals.
  3. Schedule training with Owner with at least seven days' advance notice.

**END OF SECTION 13921**





GENERAL DECISION: **DC20030003** 09/16/2005 DC3

Date: September 16, 2005

General Decision Number: **DC20030003** 09/16/2005

Superseded General Decision Number: DC020003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	10/03/2003
2	10/31/2003
3	01/09/2004
4	03/19/2004
5	04/02/2004
6	05/14/2004
7	06/11/2004
8	06/18/2004
9	06/25/2004
10	07/02/2004
11	07/09/2004
12	07/16/2004
13	08/13/2004
14	08/20/2004
15	09/17/2004
16	09/24/2004
17	10/29/2004
18	11/12/2004
19	01/21/2005
20	04/01/2005
21	05/06/2005
22	06/03/2005
23	06/10/2005

24	06/24/2005
25	07/01/2005
26	07/08/2005
27	07/22/2005
28	08/19/2005
29	08/26/2005
30	09/16/2005

\* ASBE0024-001 03/01/2005

Rates

Fringes

Asbestos Worker/Heat and  
Frost Insulator

Includes application of  
all insulating materials,  
protective coverings,  
coatings and finishes to  
all types of mechanical  
systems.....\$ 25.10

11.91

-----  
ASBE0024-002 03/01/2005

Rates

Fringes

Hazardous Material Handler

Includes preparation,  
wetting, stripping,  
removal, scrapping,  
vacuuming, bagging and  
disposing of all  
insulation materials,  
whether they contain  
asbestos or not, from  
mechanical systems.....\$ 11.93

5.85

-----  
\* ASBE0024-005 06/17/2005

Rates

Fringes

Fire Stop Technician

Includes the application  
of materials or devices

within or around  
penetrations and openings  
in all rated wall or floor  
assemblies, in order to  
prevent the passage of  
fire, smoke or other  
gases. The application  
includes all components  
involved in creating the  
rated barrier at perimeter  
slab edges and exterior  
cavities, the head of  
gypsum board or concrete  
walls, joints between  
rated wall or floor  
components, sealing of  
penetrating items and  
blank openings.....\$ 20.94 5.59

-----  
BRDC0001-001 05/01/2005

	Rates	Fringes
Bricklayer.....	\$ 25.00	6.09

-----  
CARP0132-006 05/01/2005

	Rates	Fringes
Carpenter (Including Drywall Hanging).....	\$ 22.89	5.39
Piledriver.....	\$ 21.47	5.81

-----  
ELEC0026-003 09/02/2002

	Rates	Fringes
Communication Technician.....	\$ 20.60	5.09

SCOPE OF WORK: Includes low voltage construction,  
installation, maintenance and removal of teledata  
facilities (voice, data and video) including outside plant,  
telephone and data inside wire, interconnect, terminal

equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

-----  
ELEC0026-016 06/06/2005

	Rates	Fringes
Electrician (Excluding Communication-Low Voltage Wiring).....	\$ 30.15	9.90+3%+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

-----  
ENGI0077-009 05/01/2005

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 24.87	6.02+a
Cranes (35 tons and above).. <td>25.74</td> <td>6.02+a+b</td>	25.74	6.02+a+b
Cranes (under 35 tons).....	\$ 25.28	6.02+a+b
Forklifts.....	\$ 17.50	6.02+a
Piledrivers.....	\$ 25.28	6.02+a

a. PAID HOLIDAYS:

New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

-----  
IRON0005-001 06/01/2003

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and		
Chain Link Fence.....	\$ 24.00	8.975

-----

IRON0201-003 05/01/2005

	Rates	Fringes
Ironworker, Reinforcing.....	\$ 24.45	9.73

-----

LABO0074-001 06/01/2005

	Rates	Fringes
Laborer: Skilled.....	\$ 18.03	3.12

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipelayers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers, and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand

blasters, power and chain saw operators used in clearing,  
 installers of well points, wagon drill operators, acetylene  
 burners and licensed powdermen.

-----  
 LABO0456-012 06/01/2005

	Rates	Fringes
Laborers:		
Mason Tenders (Brick).....	\$ 13.75	3.12
Mortarmen, Scaffold Builders	\$ 14.45	3.12

-----

MARB0002-002 05/01/2005

	Rates	Fringes
Marble & Stone Mason.....	\$ 28.72	10.55

INCLUDES pointing, caulking and cleaning of All types of  
 masonry, brick, stone and cement structures; EXCEPT  
 pointing, caulking and cleaning of exisiting masonry,  
 brick, stone and cement (restoration work)

-----

MARB0003-001 05/01/2005

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer.....	\$ 23.17	8.53

-----

MARB0003-004 05/01/2005

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 18.72	7.62

-----

PAIN0051-004 06/01/2005

	Rates	Fringes
Glazier Contracts \$2,000,000 and		

under.....	\$ 21.87	7.21
Contracts over \$2,000,000...	\$ 23.09	7.21

-----

PAIN0051-010 06/01/2005

Rates	Fringes
-------	---------

Painters:

Brush, Roller, Spray and Drywall Finishers.....	\$ 21.31	7.06
--	----------	------

-----

PLAS0891-003 05/01/2004

Rates	Fringes
-------	---------

Cement Mason.....	\$ 23.73	4.945
-------------------	----------	-------

-----

PLUM0005-007 08/01/2005

Rates	Fringes
-------	---------

Plumber

Apartment Buildings over 4 stories (except hotels).....	\$ 19.86	7.56+a
ALL Other Work.....	\$ 31.05	11.26+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

-----

\* PLUM0602-006 08/01/2005

Rates	Fringes
-------	---------

Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 30.27	12.02+a
--	----------	---------

a. PAID HOLIDAYS:

New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving Day and Christmas Day.



-----  
 SFDC0669-001 01/01/2005

	Rates	Fringes
Sprinkler Fitter.....	\$ 25.05	11.00

-----

\* SHEE0100-002 07/01/2005

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 29.18	10.51

-----

SUDC2000-001 04/12/2000

	Rates	Fringes
Laborer, Unskilled.....	\$ 11.83	2.23
Pointer, caulker and cleaner INCLUDES pointing, caulking and cleaning of existing masonry, brick, stone and cement structures (restoration work); EXCLUDES pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....	\$ 20.00	

-----

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

-----

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

<b>BID BOND</b> <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.:9000-0045
--	---	-------------------

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i>	
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION
		STATE OF INCORPORATION

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE  FOR <i>(Construction, Supplies, or Services)</i>	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.		
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.		
					<i>Corporate Seal</i>
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			
		<i>(Seal)</i>	<i>(Seal)</i>		
NAME(S) <i>(Typed)</i>	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
					<i>Corporate Seal</i>

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is usable

STANDARD FORM 24 (REV. 10-98)  
Prescribed by GSA - FAR (48 CFR) 53.228(a)



SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

#### INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

FAR (48) CFR 53.214(g)  
FAR (48) CFR 53.215-1(h))

OF-17 (12/93)  
Offer Label

NOTICE TO OFFEROR

1. THIS LABEL MAY ONLY BE USED ON ENVELOPES  
LARGER THAN 156 mm (6 1/8 INCHES) IN HEIGHT  
AND 292 mm (11 1/2 INCHES) IN LENGTH.
2. Print or type your name and address in the UPPER left corner  
of the envelope containing your offer.
3. Complete the bottom portion of this form and paste it on the  
LOWER left corner of the envelope, unless the envelope is  
156 mm by 292 mm ( 6 1/8 inches by 11 1/2 inches) or smaller.

OFFER

SOLICITATION NO.	
DATE FOR RECEIPT OF OFFERS	
TIME FOR RECEIPT OF OFFERS	
AM	PM
OFFICE DESIGNATED TO RECEIVE OFFERS	



CP-491  
(4-96)

UNITED STATES CAPITOL POLICE  
WASHINGTON, D.C. 20510-7218

For AOC use only:

ID required \_\_\_\_\_

No ID \_\_\_\_\_

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) a form of valid photo identification and (2) this form; to the Identification Section, Room 103B, U.S. Capitol Police Headquarters, 119 D Street, N.E.

1 Name (Last, First, Middle)

Address:

Street & No.

City & State

Zip

Tele:

2 Other names ever used (e.g. maiden name, nickname, etc.)

3 Date of Birth (Month, Day, Year)

4 Birthplace (City and State or Country)

5 Social Security Number

6 Sex

☐ Male

☐ Female

7 Race

8 Height

9 Weight

10 Eye Color

11 Hair Color

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided above in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all the information provided above is true, correct, and complete, and made in good faith.

12 Signature

13 Date Signed (Month, Day, Year)



**AUTHORIZED REQUESTER**14 Name/Employing Office  

---

15 Title  

---

16 Telephone number  

---

17 Date of Request  

---

**SIGNATURE AND REQUEST:**

I request that the applicant/employee indicated above be fingerprinted by the United States Capitol Police and that these fingerprints be submitted for a check of the criminal history records of the Federal Bureau of Investigation (FBI). This check will be used in making a security determination concerning this applicant/employee.

18 Signature  

---

19 Date Signed (*Month, Day, Year*)  

---

**IDENTIFICATION SECTION**20 Individual Receiving Request  

---

21 Date/Time Received  

---

22 IS #:  

---